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The Solicitors' Journal.

LONDON, NOVEMBER 8, 1873.

WE WERE ENABLED LAST WEEK to quiet the alarm manifested by some of our contemporaries lest the Lord Chancellor should undertake the work of the vacant Vice-Chancellorship. Since then Mr. Charles Hall has been nominated as the successor to Vice-Chancellor Wickens, and we believe that he will take his seat on or soon after Thursday next.

Mr. Charles Hall is well known to our readers as a lawyer of great experience and eminence. He was for a considerable time one of the conveyancing counsel to the Court of Chancery, which appointment he only recently resigned, and is an acknowledged authority on the law of real property. His general practice in the Court has also been very extensive. Mr. Hall was called to the bar in the year 1838, and, like his predecessor, has never worn a silk gown.

WE DREW ATTENTION last week to an instance in which a statute had been made unintelligible through the repeal of certain portions of it by the Statute Law Revision Act, 1873. We have since been informed by a correspondent that the principle upon which the revisers proceed is to repeal all portions of statutes which from any cause have ceased to be the law; and that they contemplate that in any future edition of the statutes the repealed portions will be printed in italics or in some different type from the rest, so as to leave each section intelligible, and at the same time to draw attention to the fact that the part italicised or otherwise distinguished is not in force. Such an edition of the statutes will no doubt be useful to the possessors of it, just as any correctly annotated print of a statute, however incomplete the annotations may be, is more useful than a plain copy. Indeed, any such edition will be an annotated one, and not simply an edition of the statutes in force. It will be made by adding to the law in force something which is not now the law because it has been repealed; and as we presume it is intended to reprint only the parts necessary for the sense, and not the statutes totally repealed, the edition will not even represent the law as it once was. The result of the Statute Law Revision as at present conducted seems to be that the statute law now in force cannot be printed by itself in an intelligible form.

Moreover we fail to see that the publication of any such annotated edition of the statutes is really facilitated by the mode of treatment adopted by the revisers. It would be just as easy to publish an edition of the statutes showing by italics the portions for which new provisions had been substituted, without first repealing such portions, and thereby making nonsense of what is left. To take again the instance which we noticed last week. No one could, before the Statute Law Revision Act of 1873, have known the present state of the law as to standard weights without comparing 5 Geo. 4, c. 74, and 18 & 19 Vict. c. 73; and the Act of 1873 does not enable him to do so any better than he could before. No doubt it would be necessary, in order to make the matter perfectly clear, to have a consolidation statute, and that we

can easily understand is beyond the province of the Statute Law Revisers. But having got two statutes which have to be read together in order to be understood, how do they better the matter by making one of them into nonsense?

The fact is that where words are required in order to make their context intelligible, it is quite untrue to say they they have ceased to be part of the law, merely because their effect has been altered by subsequent legislation; and it is wrong in such a case to repeal absolutely the provisions, the effect of which has been altered. It would be an analogous case if a testator, by his will, were to give to a legatee a legacy of £100, by a first codicil were to substitute the sum of £200 for £100 as the amount of the legacy, and then by a second codicil to revoke the original legacy of £100. That would raise a very substantial doubt as to whether the legatee was entitled to the £200; and in the same way the revisers, by repealing provisions which are made inoperative merely by others having been substituted for them, may, at some time or other, raise substantial difficulties. The repeal should clearly be confined to parts of statutes which need not be read in order to make the context intelligible.

If the revisers would add another column to their schedule, containing references to the Acts making the repeal desirable, they would much increase the value of their labours; and if they did that, it would not matter so much if they did sometimes repeal provisions without regard to the manner in which the unrepealed part would read. Attention would be called to the substituted provisions, and the effect would be nearly the same, though, of course, not so artistic as if a consolidation statute had been passed. The reference, too, would be valuable in cases where a simple repeal was all that was required.

YESTERDAY THE COURT OF APPEAL reversed the decision of Mr. Registrar Murray in *Ex parte Cote*, 17 S. J. 809. The material point was in regard to the effect of an unsuccessful attempt to recall, from a Post-office in France, a letter containing some bills of exchange indorsed to the person to whom the letter was addressed. Cote, the writer of the letter, was a banker at Lyons, and the bills in question were indorsed by him on the 14th January, 1873, to Deveze, a merchant in England, and posted at Lyons in a letter addressed to Deveze. The same day, after the letter had been posted, Cote was informed by a branch house of Deveze in Lyons that they had received a telegram from their house in London stating that some bills on Milan, which Deveze had sent to Cote, would not be accepted, and that Cote was to remit nothing to Deveze. In consequence of this information Cote sent a clerk to the Post-office at Lyons to reclaim the letter containing the bills indorsed to Deveze. The evidence showed that, according to the rules of the French Post-office, the sender of a letter at any time before it has been despatched from the office where it has been posted, has the right, on complying with certain regulations, to have the letter handed back to him. In the present case a demand for the letter was made by Cote's clerk at the office where it had been posted and before it had been despatched, but through a mistake of the clerk as to the forms to be complied with, the letter was not handed back, and it was delivered in due course to Deveze in London on the 16th January. On the next day Deveze filed a liquidation petition, and the bills contained in the letter came into the possession of the trustee. The Registrar refused to order them to be delivered up to Cote. This decision was reversed by the Lord Chancellor and Lord Justice Mellish, on the ground that, in consequence of the above rule of the French Post-office, the property in the bills in question would not pass to Deveze until the letter containing them had actually left the office where it was posted, and as before that time there was a bona fide attempt on the part of Cote to recover back the letter, which was only defeated in consequence of a mistake, he having done all that he believed

necessary to change the destination, there never was a delivery of the indorsed bills to Devezze with an intention to pass the property. Consequently the trustee was ordered to deliver back the bills to Cote.

ON TUESDAY LAST the Master of the Rolls stated that he should follow his predecessor's example in discouraging applications for setting down cases to be spoken to on the minutes. We believe it was the practice of Lord Romilly to refuse, under any circumstances, to allow applications of that kind. He considered the proper course to be for the registrar to settle the minutes as best he could, and then any party dissatisfied with them might move to vary them at his own risk. The advantage of this course is that it puts the mooted question in a definite form before the Court, whereas in speaking upon the minutes there is nothing to show to the Court on what point the parties are at issue. The disadvantage, however, of Lord Romilly's practice was that in a case where the Court had expressed its decision in doubtful terms it gave no power to any party to ask the Court to express itself clearly, except at the risk of payment of costs. This objection might perhaps be obviated if a power were given to the registrar to certify when he felt a difficulty in drawing up the minutes. We may, perhaps, be allowed to add that the number of cases in which registrars do find a difficulty would be diminished if both judges and counsel would remember that the registrar is interested in understanding the purport of the little conversations which frequently take place after the delivery of a judgment. A nod may be sufficient to express the assent of the judge to counsel, who is looking at him; but the registrar, who has his eyes fixed on the book in which he is taking down notes, cannot tell whether it was a nod or a shake.

A CASE CAME BEFORE the Vice-Chancellor Malins on Wednesday last which involved the consideration of a question of great importance to persons whose lands are taken by a railway company. It appeared that in 1847 the Eastern Union Railway Company, to whose rights and liabilities the Great Eastern Railway Company have succeeded, obtained an Act authorising them to take part of some lands near the town of Harwich, and then belonging to the Crown; but the Act required the company to construct and keep in order such convenient communications across the railway as the Commissioners of Woods and Forests should judge necessary for the convenient enjoyment and occupation of the untaken lands, and two level crossings were accordingly made. Since the railway was completed Harwich and Dovercourt, a place in its immediate neighbourhood, have become of some importance, and parts of the untaken land became suitable for building. The Crown had power to alienate the untaken land, and in 1871 the plaintiffs bought a portion of it. They intended to resell in plots for building, and, in their advertisements of these plots, they represented that the various purchasers would be entitled to use the level crossings. When the railway was first constructed the untaken lands were available for agricultural purposes only, and the traffic over the crossings was therefore inconsiderable. The railway company contended that the owners of the untaken land could not put it to any use which would increase the traffic over the crossings. In consequence of this the plaintiffs filed a bill against the company, which in substance prayed a declaration negating the right claimed by the defendants. The Vice-Chancellor considered that in cases of compulsory sale to bodies privileged on public grounds, the intention of the Legislature was to interfere with private rights no further than was necessary for carrying out the works authorised. So far, therefore, as might be, the untaken land was to be in the same condition as if there were no railway. From this it followed that the use of the crossings could not be limited to the original amount of traffic, and a de-

claration was therefore made according to the prayer of the bill.

WE BELIEVE that it may be regarded as settled that Sir John Coleridge will be the new Lord Chief Justice of the Common Pleas, and that Mr. Henry James will succeed to the Attorney-Generalship.

VICE-CHANCELLOR WICKENS.

No one could have been in Vice-Chancellor Wickens's Court during the sittings after Trinity Term, without noticing the worn and haggard look of the learned judge. Indeed, it was frequently apparent that he was discharging his public duties in a condition of weakness and suffering to which most men would have succumbed. It was, however, understood that his health had somewhat improved towards the close of the sittings; and hopes were entertained that the repose of the Long Vacation would work a complete restoration. Those hopes, as our readers know, were doomed to disappointment; and it was with something of a surprise and shock that the profession heard of his death.

The leading facts of the late Vice-Chancellor's life are soon told. He was the second son of Mr. James Stephen Wickens, a certificated conveyancer, of Chandos-street, Cavendish-square, who had an extensive business as agent for several large estates. The future Vice-Chancellor was born on the 13th of June, 1815; and in due course was sent to Eton, where he obtained the Newcastle Scholarship. He was elected to an open scholarship at Balliol College, Oxford; and in the year 1836 he obtained a double first class. Shortly after taking his degree he became a candidate for a fellowship at Balliol. There were four open fellowships to be filled up, and it was no secret at that time in Oxford that he stood at least second in the order of merit as determined by the examination. For some inscrutable reason, however, of which no explanation has ever been given, the fellows, although they had allowed him to become a candidate, refused to elect him. After leaving Oxford he became a student of Lincoln's-inn, and ultimately a pupil of the late Mr. Sutton Sharpe. In May, 1840, he was called to the Bar, and began immediately to practise as a conveyancer and equity draftsman. In January, 1843, he was appointed equity counsel to the Attorney-General, an office which he continued to hold until his elevation to the Bench. In 1868 he was made Vice-Chancellor of the County Palatine of Lancaster. In April, 1871, he was appointed one of the Vice-Chancellors of the High Court of Chancery, and shortly afterwards received the honour of knighthood. He died on the 23rd of October last, in the fifty-ninth year of his age.

Although Sir John Wickens did not get into a large practice so rapidly as some barristers have done, yet from the commencement of his career he had a steadily increasing business, for some years chiefly as a conveyancer. His first great brief was in the important case of *Trevor v. Trevor* in the House of Lords, in 1846, when he appeared for the respondents as junior to the late Lord Westbury and Lord Romilly. As third counsel he had, of course, no opportunity of addressing the House; but we have heard that his industry and ability in getting up the case were fully appreciated by his learned leaders. From about the year 1847 he may be considered to have been in fair practice; but the great accession to his business came in 1852, when the new procedure of the Court of Chancery was introduced by the Acts passed in that year, and a large number of the leading equity draftsmen took the opportunity of applying for and obtained a silk gown. From that time until his elevation to the Bench he was one of the most distinguished juniors of the Chancery Bar. The substitution of a (comparatively speaking) concise and untechnical statement of facts for the cumbrous forms of the older equity pleadings was exactly suited to call out his particular powers of clear and vigorous expression; and he soon

took his place in the very first rank of Equity pleaders. During the latter years of his career at the Bar he was engaged in almost every case in Chancery of unusual magnitude or importance. He had also a good business in the Privy Council, and a large business in the House of Lords, where he appeared in many cases in which he had not been engaged in the court below.

It has been the fashion to say that he was not a good advocate. No doubt he was not a fluent orator, and he did not much cultivate "flowers of speech." But he had a trenchant, concise way of arguing a legal point, and possessed the indispensable qualities of tact and judgment. Moreover his great knowledge of law and his known fairness usually secured for his arguments an attentive consideration, which the more showy oratorical powers of other advocates sometimes fail to win. We know that he was frequently asked to take leading briefs, although he usually declined to do so.

Sir John Wickens will, however, be chiefly remembered at the Bar as a draftsman, and as a writer on cases. He attached great importance to the art of equity pleading; and has been known to say that, in his experience, cases had often been won by the excellence of the pleadings—by, for instance, the skilful reduction of a complicated mass of facts into a lucid narrative in the bill, or the judgment exhibited in the tone of the answer. He was always careful not to overstate his case, and was averse to the use of hard language; and one quality above all others distinguished his pleadings—that of perfect fairness. He was accustomed to say to his pupils when they first came to him that the art of equity pleading consisted in knowing what you mean to say, and saying it. This sentence is the key to his excellence as a pleader; but not all men are endowed with his logical mind, his power of separating the relevant from the irrelevant and bringing order out of confusion, or his vigour of style and felicity of diction.

As a writer on cases he enjoyed a great reputation. Indeed, during the latter part of his career at the Bar, to "take Wickens's opinion" became a not unusual mode of settling disputes, where the disputants had the single desire of having their differences settled by an authority on whom they both could rely. We have been told that in one year he wrote on as many as 360 cases. His opinions were characterised by caution, judgment, and firmness. He wrote on so many new cases during the years immediately preceding his elevation to the Bench that we believe a collection of his opinions (if such a thing were possible) would form a valuable body of law, as he usually stated shortly why he came to the particular conclusion, and frequently discussed the arguments for the opposite view.

Probably no judge was ever raised to the Bench with the more unanimous approval of the whole profession than Sir John Wickens. We have since heard disappointment expressed by some persons, but we think unjustly. It has been said that he was somewhat slow, too much under the influence of precedent, and over technical. It is well known that he inherited a large legacy of heavy cases left him by his predecessor, Sir John Stuart, which prevented his making much impression on his cause paper when he first took his seat; but we doubt whether any person who watched the course of business in his court and was aware of the large quantity of interlocutory matters which received his careful attention, would call him a slow judge. That he had the power of working quickly was well known to persons who had had business relations with him at the Bar, and we believe that he was only prevented from getting through the business more rapidly by his conscientious thoroughness, and by the perfect kindness and courtesy which made him shrink from checking even the most tedious argument. We may add that he despatched the business in chambers with great satisfaction to the suitors, and adjourned summonses became exceedingly rare in his court.

He entertained a very strong opinion as to the inexpediency of a judge of first instance not following a pre-

cedent set by another judge of co-ordinate jurisdiction, even if he thought it wrong. He regarded unsettled law as more prejudicial to the interests of the suitors in most cases than law which he thought wrong. It is possible he may have carried this feeling to excess. His unsurpassed knowledge of decided cases, and his long practice as an opinion-writer, no doubt, contributed somewhat to this result. At the same time, it is well known amongst his friends that he entertained large and bold views on questions of law, and was in the habit, at least when at the Bar, of expressing in private his disapproval of some decided cases in a terse and stringent form. His great powers, however, would, we think, have been more conspicuous in the position of an appeal judge than in that of a judge of first instance.

With respect to his tendency to technicality, it must be observed that he came to the Bench straight from the Junior Bar, and, without disparagement to the many eminent men who have been elevated from the Inner Bar, it may safely be affirmed that he brought to the Bench a more intimate knowledge of practice than any other Equity judge of modern times. He also held the opinion that the laxity which has crept into modern practice was unfortunate; and, after all, it is hard not to make use of the knowledge of which one is master. On the whole, we are not disposed to regard the undoubted tendency of his mind to strictness in practice as a demerit in his character as a judge.

His judgments were usually short, and he seldom said more than was necessary to express his view of the case before him. He was scrupulous in his attention to evidence; and as his decisions were seldom appealed against, and still less frequently reversed, it may be presumed that he generally came to a right conclusion on the facts; but the chief value of his judgments lay in their lucid statement and exposition of legal principles and their masterly application of settled principles to new cases.

The late Vice-Chancellor had a remarkably retentive and accurate memory, and a great knowledge of law in all its branches, and from his large practice at the Bar had necessarily acquired great experience. Independently of this, we are disposed to say that his chief quality as a lawyer was a logical mind, or, in other words, the faculty of working out a conclusion from given principles, and, it may be added, he was not afraid of any conclusion he might thus be led to. To say that he was always right would of course be too much, and it is even possible that his logical habit of thought may have sometimes led him into error. His mind, perhaps, was a little wanting in subtlety; but he possessed in an eminent degree the intellectual quality, which, for want of a better expression, may be called legal apprehension. He understood law. This is a rarer quality than is generally supposed, and one which no amount of learning will either give or altogether compensate for the want of. On the whole, the public have lost a judge of exceptional ability and weight, and one whose services would have been of the greatest possible value in the critical period of change which is now drawing so near.

This sketch is confined to Sir John Wickens's professional career. His loss is too recent to discuss his private character, even if this were the place to do so. But it is well known to most of our readers that his profession did not wholly absorb him, as has been the case with so many great lawyers. His wit, his humour, the extent and variety of his literary knowledge and general learning, and the brilliancy and interest of his conversation, have left a lasting impression upon a large circle of friends who survive to deplore his loss.

By the death of the Sheriff Clerk of Lanarkshire a warm little berth has been rendered vacant. It is said that the fees of the office are variously estimated as amounting to from £7,000 to £10,000 per annum, while the salary of the highest judicial functionary in Scotland, the Lord President of the Court of Session, is about £3,600.

THE INQUIRY INTO THE LEGAL OFFICES. II.

In our issue of last week we directed attention to a few of the many extraordinary questions and answers to be found in that portion of the evidence taken by the Parliamentary Committee on Civil Service expenditure which relates to the legal offices; and we ventured to point out not only the want of ordinary knowledge displayed by the members of the Committee, but also the absolute ignorance of the principal witnesses upon the very points they were expected to elucidate. The subject is not a very agreeable one, but there is a special phase of the evidence which, in our opinion, requires some further comment.

No one who reads the evidence with anything like ordinary attention can fail to be struck with the fact that the tone both of the Committee, and, with few exceptions, of the witnesses, indicates a desire to subordinate efficiency to cost. It would be a matter for serious apprehension if we could believe that such a desire would hereafter be carried out in practice. We are fully alive to the fact that some of the offices which are in question, and which will be fully investigated by the recently appointed Commission, are highly paid; but we also know that these offices are very important, and that the gentlemen who fill them possess very high qualifications. Much has been made of late years of the necessity for having the right man in the right place, and while we might be wrong were we to assert that all the men whose efficiency will, amongst other things, be inquired into are the right men in the right places, we have no hesitation in affirming that when once you have a man of high qualification rightly occupying a high position, it is bad economy to give him a niggardly remuneration, or upon his vacating his post, to put it up to the lowest bidder, and to appoint the man who will do the work for the least pay, without having due regard to his other and more essential qualifications.

It must be confessed that very few would have given the late Chancellor of the Exchequer credit for such a sentiment as that contained in the following answer:—(4437) "I am not a fanatical admirer of competition. It does not by any means give you all that you want to know about a person, or secure his being fit for his place; but it is better than appointing a man without any regard to qualifications at all. Nevertheless, I think that when you have once got a man in an office, and know what he is worth, it is a retrograde step to go back to competition." Again on the subject of superannuation he says—(4439) "I think that superannuation is a very good institution indeed. We get men young; we teach them their business; we shall get them I think with a fair prospect of having men of good intelligence; and by practising their business they learn it, until they become very valuable, and worth indeed a great deal more than the salaries in the public service, which are not very high. By superannuation we contrive to retain them in the service, whereas, if we had not superannuation, we should always have to be teaching and bringing up persons who would be going off, and carrying their attainments to a higher market."

But this is far from being the general tone of what took place before the Committee. With respect, for instance, to the Admiralty Court, it appears that the cost is greater than the amount received by fees. In the Liverpool District Registry of the Admiralty Court, however, it appears that the Registrar is paid by fees, which, in fact, do not cover the expenses of his office. No pains are taken by the Committee to inquire why the latter gentleman works for nothing; but the fact of his working for nothing is made a peg whereon to hang a suggestion that the registrars in the Admiralty Court in London should work for what the fees produce.

There are so many questions asked by the Committee which might all be put in the words "Do you not think a man might be found to do the work for less?" that, although we had intended to quote many of these, yet in

consideration for our readers we forbear. It is sufficient here to remark that those who have leisure to read this very instructive and, in many respects, interesting blue book, will find with regard to almost every legal office, as it comes under notice, a suggestion that the work might be done for less money. No questions are asked as to efficiency. This we cannot object to, because the witnesses could not answer such questions; but the questions put never took the other line, and no witness was asked if a more efficient man could not be found for the same salary. No doubt, under the circumstances a question like this would have been as useless as the questions really put; but the absence of any such question serves to mark the line which the Committee laid down for themselves, and from which they never deviated.

When the Committee were about to make their second report, and had examined five or six gentlemen from the Treasury, and had heard a few words on a special subject from Lord Romilly, they wrote to the Lord Chancellor stating that they had been engaged in taking evidence from officers of the Treasury, and that they intended to recommend further inquiry, but before doing so they wished that the evidence they had taken should be in the hands of the Lord Chancellor; and upon that they invited his Lordship to make a statement to the Committee.

Lord Selborne took a fortnight to look into the papers laid before him, and at the end of that time he sent to the Committee a statement which showed that he had thoroughly weighed and estimated the value of the so-called evidence, and that he was not at all prepared to fall in with the views of the Committee on any part of their subject except as to the wisdom of the proposed further inquiry.

We think that no apology is required for giving our readers the following somewhat copious extracts from the Lord Chancellor's statement.

The Lord Chancellor observes that—

"So far as the several legal departments are concerned, the Select Committee have not had before them any witnesses conversant, or even professing to be conversant, with the actual duties of the officers employed in those departments. It was, very justly, suggested by a member of the Committee, 'that the revision of an office involves a great deal of serious consideration, and in fact requires that the Treasury should be well informed of the real working of the office, and of the nature of the duties which have to be performed, and the strength which is required to perform them'; also, that 'such a review cannot be carried on, except with the co-operation of the permanent officers of that department.' The Lord Chancellor understands that it is not the intention of the Select Committee themselves to follow up this line of inquiry, by examining the heads of departments, or any other officers of the Court of Chancery; but that they propose to recommend that this should be done by a commission, suitably constituted for the purpose of ascertaining how far it may be practicable, by improved arrangements, to reduce the cost to the public without diminishing the efficiency of the several offices connected with the administration of justice. Concurring in the wisdom of this course, the Lord Chancellor does not now propose to correct, in detail, the erroneous impressions, as to offices connected with his own duties, or with the duties of the Court of Chancery, which might be made upon the minds of persons unacquainted with the subject, by the questions and answers in several parts of the evidence taken by the Select Committee; as, for example, the suppositions that the Lord Chancellor's Principal Secretary, and Secretary of Presentations, have now, and have usually had, leisure for practice at the Bar, while holding these offices, and that their duties are of a nature making but slight demands upon their time; that the Lord Chancellor's personal clerk (called his 'Gentleman of the Chamber'), has nothing to do except to assist in preparing the judgments, to put on the robes, and to fetch the luncheon of the Lord Chancellor; that the business of the office of Examiner in Chancery, as now constituted, is done by clerks, that office itself being practically

a sinecure; that the duties of the Registrars' office are such as men of moderate capacity might easily discharge, without special training; that barristers are eligible to clerkships in that office; and that the numbers, either of the Registrars, or of their clerks, or of both, are greater than the business of the Court of Chancery now requires."

"The Lord Chancellor has next to observe that (although he cannot suppose this to be the opinion of the Select Committee) there are parts of this evidence which to some minds might possibly convey the impression that those on whom the law has imposed the duty of appointing to vacant offices connected with the administration of justice are justly liable to the imputation of considering their patronage more than their duty, unless upon every occasion of a vacancy in any office they act as if there were a presumption that the office ought to be reduced or abolished. Such a doctrine would add so largely to the burdens of those on whom duties of this kind are cast, and would embarrass them so greatly in the discharge of those duties that the Lord Chancellor cannot abstain from stating his view of the principles on which, in such cases, he himself ought to act. When he finds that the Legislature, or other lawful authority under Acts of the Legislature, has appointed and established certain offices and officers for the discharge of particular duties necessary or important to the proper administration of justice, and has made it part of his own official duty to supply vacancies in those offices with fit and proper persons, he does not think himself called upon to presume (in the absence of any particular facts within his knowledge leading him to that conclusion) that the provision so made by or under the authority of the Legislature for the public service is unnecessary, excessive, or improper. His first duty (as he conceives) in such a case is to look to the efficiency of the public service and to the due administration of justice, and to remember that, while he is not responsible for the wisdom of what the Legislature has done, he would be incurring a very grave and serious responsibility if he were to obstruct and interrupt the course of the public service by any unauthorised deviation from his own proper functions. He cannot presume that a vacant office, which is not a sinecure, ought to be suppressed. Even if the law has, in any case, invested him with power to suppress it, such a power cannot be exercised without forethought, caution, deliberation, and sufficient information. Such a power can seldom be exercised beneficially for the public without an amount of revision and readjustment in the same, and perhaps also in other departments, which is hardly ever possible at the time of a vacancy, when the public interest requires that prompt, if not immediate, provision should be made for the continued discharge, in a proper manner, of the duties of the officer who has made the vacancy."

We believe that the views of the Lord Chancellor, as expressed in this portion of his statement, will commend themselves to all our readers. While there will be many opinions as to the revision of the various legal offices, and as to the mode in which the work of some of them should be carried on, there ought at the same time to be that moderation and caution which the Lord Chancellor here exhibits, and which alone can command the respect of the profession and the public.

RECENT DECISIONS.

PRIVY COUNCIL.

FREIGHT—DELIVERY OF CARGO—MASTER'S DUTY TO SAVE CARGO.

Brown v. Gaudet, The Cargo Ex Argos, P.C., 21 W. R. 707.

This case further develops one or two important points which have lately come under the consideration of the Courts. The defendant shipped on board the plaintiff's vessel petroleum to be carried to Havre. It was during the time of the Franco-German war, and the vessel, on arriving at Havre, was not allowed to land the petroleum; the master, therefore, discharged it into lighters, while he unloaded the rest of his cargo in the port, and then, no demand for its delivery having been made

by the defendant or any other person holding the bill of lading, and the authorities of the port refusing to allow it to remain there, he reshipped the petroleum and brought it back to London. The first question was, whether the plaintiff had earned his freight. The Court held that, there being no express provision in the bill of lading that the master should land the goods at the quay (though the quay was the place where such goods would usually be landed), nor, indeed, any stipulation that he should land the goods at all, the obligation being on the defendant to take the goods from alongside, and the usual practice of the port being here overridden by the peculiar circumstances of the case, the plaintiff had earned his freight by actually conveying the goods to the port, and to a place in the port where the defendant might, if he pleased, have taken delivery (as in *Waugh v. Morris*, 21 W. R. 438, L. R. 8 Q. B. 202), and keeping them there for a reasonable time to enable the defendant to do so. It will be observed that the decision in favour of the master's right to freight proceeds upon a different ground from that come to below (21 W. R. 564, L. R. 4 Ad. 13), the Court of Appeal holding that the master had, in fact, performed his contract, while the Court below held him entitled on the ground that his performance of it was rendered impossible by the nature of the cargo, a principle not very easy to understand or apply, if applicable to this case. A similar difference between the grounds of decision below and above occurred in the case of the *Teutonia*, the Court below holding that the plaintiff was entitled to a *pro rata* freight for bringing the goods from the closed port to the port of Dover, and the Court above (20 W. R. 421, L. R. 4 P. C. 171) holding him entitled to the stipulated freight, on the ground that he had brought them to a port within the charter-party, and accepted by the shipper. It is certainly a much safer course to decide a case, if possible, on established principles applied to the actual contract, than to seek an opportunity for laying down new rules on controverted points.

The second question was, whether the plaintiff was entitled to compensation in the shape of homeward freight, for bringing the goods back to England, and this raised the question recently discussed in *Notara v. Henderson* (20 W. R. 443, L. R. 7 Q. B. 225), where, as we pointed out (16 S. J. 482), Willes, J., in delivering the judgment of the Court, distinctly laid down the principle (which, though it was not absolutely necessary for the decision, was almost logically involved in it), that a master was under the obligation to do the best he could for the cargo in circumstances where, through accidents of the voyage, it was in danger of perishing, and that he was therefore entitled to be reimbursed by the owners of the goods his reasonable expenses of so doing. This principle is now affirmed by the present judgment, the Court holding (affirming the judgment below) that, as the goods, if left in the port of Havre, must have been lost, and as bringing them back to England was "the best and cheapest way of making them available to the defendant," the plaintiff was entitled to the compensation claimed. On similar grounds, the Court held the plaintiff entitled to recover the expenses of transhipment to the lighters, by which course the plaintiff was relieved of the demurrage which he must have paid if the ship had been detained in the outer port through his not taking delivery.

But thirdly, the Court refused to allow the plaintiff the expenses of attempting to enter Hardeur and Trouville, after he first discovered that the petroleum could not be landed at Havre, but before he was ready to deliver in the outer port at Havre.

EQUITY.

LIGHTS—DEROGATION BY GRANTOR FROM HIS GRANT.
Booth v. Alcock, L.J., 21 W. R. 743, L. R. 8 Ch. 663.

The rule that a grantor cannot derogate from his own grant evidently requires, before it can be properly applied, the preliminary consideration of what the grant really was. And in the case of a legal grant, such as a lease, when the amount and effect of the grant at law have been ascertained,

there can be no reason why, in the absence of all special circumstances, a Court of Equity should alter or enlarge the legal rights of the grantee.

In the present case the defendant, being the owner of a long term in house A, and of a term of four years in house B, demised A to the plaintiff for twenty-one years. The demise was in the usual form, and the "general words" expressly included "lights." There were no ancient lights in house A, and part of the light which it enjoyed came to it over house B. Some time after the date of the lease the lessor bought the reversion in house B; and, after the expiration of his previous four years' term therein, he pulled it down, and proposed to rebuild it in such a manner as would lessen the amount of light coming to house A. It was conceded that at law the lessor could do what he liked with house B after the expiration of his former short term therein. In other words, that, so far as the light coming over house B was concerned, the grant was to be construed with reference to the lessor's interest in that house at the date of the grant. It was, however, contended that equity would extend the relief to any subsequently acquired interest in that house. To support this contention there were no special circumstances whatsoever, and it accordingly fell to the ground.

NOTES.

The question of electioneering and voting in charities has assumed a legal aspect, an application for a rule having been recently granted by the Court of Queen's Bench in a case arising out of an election to an Orphan School. It appears that both plaintiff and defendant were subscribers to the charity; and that at the June election, in 1872, the defendant obtained for a candidate of his own twenty-eight votes from the plaintiff, on the undertaking that he would supply a candidate of the plaintiff's with the same number of votes at the next election in January. The defendant failing in this undertaking, the plaintiff at the January election purchased twenty-eight votes by a subscription of seven guineas; and brought an action in the Lord Mayor's Court to recover that sum from the defendant. The plaintiff was nonsuited in the action, on the ground that the subscription was an imperfect obligation which he need not have undertaken. On the application for a new rule, the judges of the Queen's Bench appear to have expressed considerable disapproval of the practice of exchanging votes—Mr. Justice Blackburn asking whether it was the custom at these charity elections for subscribers to say to one another, "If you will vote for my candidate I will vote for yours," without knowing in the least what sort of person the candidate may be; and Mr. Justice Quain saying that he thought there was an implied promise by subscribers to charities that they would do everything for the benefit of the charity, and not sell their votes to the highest bidder, which was what transactions of this sort really came to.

Sir Robert Phillimore has condemned the *Murillo* in the damage caused to the *Northfleet*, and has ordered her to be sold. It will be in the recollection of all our readers that in January last the *Murillo* ran into the *Northfleet*, while she was at anchor, and then steamed away, leaving about 344 persons to save themselves as best they could. Of this number 297 were drowned. No one appeared for the owners of the *Murillo*. In making the decree the learned judge said, "I find it difficult to express in adequate terms the indignation which the brutality and meanness of those who had charge of the *Murillo* must excite in the bosom of every man not void of the ordinary feelings of humanity. This case indeed, represents all the cruelty without any of the courage of the pirates."

A letter has appeared in the *Times* calling attention to the fact that during the interregnum between the death of a Vice-Chancellor and the appointment of his successor, summonses for further time to answer are not issued to defendants in suits going on in the particular branch of the Court. The writers of the letter in question complain

bitterly of the evil case a client of theirs was then in through this rule; and point out that he was left subject to attachment at the pleasure of his antagonist. No doubt, a General Order might easily remedy this state of things; and seeing how very common summonses for further time have become, it would perhaps be well that such an Order should be issued. We hope that in the case which gave rise to the letter the plaintiff's solicitor did not act on the hint given him by the other side. If he did, the unhappy defendant would, no doubt, think that his own solicitors might have been better employed than in writing to the *Times*.

GENERAL CORRESPONDENCE.

THE NEW SCALE OF COMMISSION.

Sir,—I am glad to see by an article in your last number that the Incorporated Law Society are alive to this subject, but I do not think any scale they may propose (and a general idea is that their scale is to high) will be of any use until it becomes law. It is all very well to promulgate a scale from head quarters, and suggest that it ought to be adopted throughout the profession, but no client would be bound by it, and if he taxed the bill the master could not deal with it until rendered in items and dates. Hence the necessity of taking steps at once to make charging by commission legal, and I would hope that if the Incorporated and the Metropolitan and Provincial would petition the Lord Chancellor on the subject the thing would be done, as he is ever ready to assist to bring about improvements in the law. The question of the amount of commission would probably be referred to the taxing-masters, and this might lead to a satisfactory conference between them and the two societies.

Nov. 6.

A COUNTRY PRACTITIONER.

Sir,—I have received from the Law Institution the scale of commission referred to in the *Solicitors' Journal* of 1st instant, and I consider the same too low in amount. Auctioneers receive for mere sales £5 per cent. up to £500, £2 10s. upon the next £500, and so on, according to the amount; but in all cases they receive more than the proposed scale gives to the solicitor, although the latter has the great responsibility of investigating title, &c., &c., and the auctioneer has none. The scale propounded is useful if not made compulsory, as the profession can adopt it or not, and it can be produced to the client by those who do adopt it as a scale emanating from two important societies in the profession. I have for some time past charged a commission as mortgagee's solicitor, fixed by me according to the probable work to be done, and in no case has it been less than £3 per cent., inclusive of stamps and other payments out of pocket, and such commission has been readily paid by the mortgagor. If the scale referred to in your journal is made compulsory, who would care to be employed for a mortgagee or vendor where the consideration was less than £500. And even upon that sum the commission would not pay, with a long abstract and intricate title. Judging from my own experience, I should be sorry to see the scale made compulsory.

Nov. 7.

M. G. E.

Sir,—*Après* of the scale of remuneration propounded by the committee of the Incorporated Law Society to be awarded to solicitors for their skill, &c., in respect of loans and sales, I would make one or two observations.

Unfortunately there can be but little doubt that the committee is formed out of the most prosperous members of the profession, who know but little—I do not want to say care but little—about the destinies of that large section of the profession, as respectable and as competent as the members of the committee, who, by practising in the less wealthy districts, or from other causes, can barely live by their profession, even now; or such a paltry scale of fees in small matters would not be suggested. In the locality in which the writer practises, for instance, we are kept in poverty, not so much by the paucity of clients as by the smallness of the transactions. Now, to take a case common enough in my neighbourhood—a mortgage for

£100 or even £200. The whole profession knows well enough that often the mere preparation of the deed forms but a small part of the labour performed. Now, this paltry £2 or £4, as the case may be, is to include all charges for negotiation. This is a grand mistake, to begin with. Is the solicitor to have nothing for his influence in obtaining the money? For it is well known that not in one case in a hundred do mortgagors themselves obtain the money. Then the fee is to exclude journeys out of England; but how about journeys in England? I presume it is also to include the examination of the title; and, for aught that appears to the contrary, any "acknowledgment" which may be required. I have merely touched upon a fractional part of the proposed scale by way of a hint to my professional brethren at large. I cannot, however, help adding further that before the influential committee alluded to had on the present occasion used, or on any future occasion desires to use, the power it possesses in a matter so vitally affecting a large class of less favourably situated practitioners, it would have been, and in future would be, well, if such committee would look through the depressing atmosphere in which the latter are obliged to live rather than through the brilliant medium which surrounds themselves.

A SOLICITOR OF THIRTY YEARS' STANDING.

November 3.

ARBITRATION DELAYS.

Sir,—Why cannot one instalment of reform in judicature be granted at once, in the shape of official referees? Any difficulty might be overcome by their being (temporarily) appointed masters. Or why should not one master from each court be told off to take references from that court and have a regular cause list, sitting *de die in diem* from ten a.m. to four p.m., and with instructions to proceed peremptorily?

This would get rid of a great deal of the present scandal of delay.

E. F. BUTTNER HARSTON.

37, Gresham-street, London, Nov. 3.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord WESTBURY.)

June 18.—*Re The Anglo-Australian and Universal Family Life Assurance Company. Harman's Case and Pratt's Case.*

Life assurance company—Transfer of business and assets from one company to another—Policyholder—Endorsement on policy—Liability—Guarantee—Novation—Winding up—Concurrent proof.

The A. Life Assurance Company transferred its business and assets to the B. Life Assurance Company, which thereupon became liable for all claims upon the A. Company. The B. Company afterwards transferred its business and assets to the C. Life Assurance Company, which undertook to satisfy all the B. Company's liabilities. The C. Company subsequently transferred its business and assets to the D. Life Assurance Company, which guaranteed all claims upon the C. Company.

Held, that a policyholder of the A. Company who had not created a novation with either of the transferee companies, was entitled, in the winding up of all four companies, to prove concurrently against each of the companies until he received twenty shillings in the pound.

By the constitution of the A. Company, of which P. was a policyholder, all policyholders were entitled to vote at meetings of the company, and therefore concurred in the transfer of its business and assets to the B. Company. On the subsequent transfer of business from the B. Company to the C. Company, the latter, at P.'s request, affixed upon his policy an endorsement, which stated that in consideration of P.'s having agreed to transfer the policy to the C. Company, that company would perform the covenants thereof; but further provided that the policy was held by him subject to the company's deeds of settlement, and that the funds of the company, as provided for in the deeds of settlement, should

alone be liable to ensure claims made upon the company under the policy.

Held, that P. had not created a novation with either the B. or the C. Companies, but remained a creditor of the A. Company, with the additional guarantee of his policy by the B. and C. Companies.

The questions in this case were whether George Harman and George Pratt, who had effected policies with the Anglo-Australian Life Assurance Company, were respectively entitled to prove in respect thereof against that company and also against the British Provident Assurance Society, the British Nation Assurance Association, and the European Assurance Society, to which companies the business of the Anglo-Australian Company had been successively transferred; and whether such right of proof ought to be concurrent or successive.

The Anglo-Australian Company was instituted in 1853, and was registered and incorporated under the 7 & 8 Vict. c. 110. A clause in its deed of settlement, as subsequently duly altered in 1858 by two extraordinary general meetings of shareholders and policyholders, provided that the company might, by a resolution of a majority of shareholders, be amalgamated with some other assurance company, either by the sale of its business to such company, or otherwise, as should be determined, and that such resolution should, if duly confirmed, be binding on the company. By the constitution of the company, policyholders as well as shareholders had a right of voting at all meetings.

On the 29th February, 1856, George Harman effected a policy on his life with the Anglo-Australian Company. This policy provided that on the due payment of premiums by him the capital and funds of the company for the time being unappropriated to satisfaction of the claims of any particular class or classes of assurance, or otherwise undisposed of according to the provisions of the company's deed of settlement, should be liable at his death for £200. The policy further provided that nothing therein should be considered as a contract on the part of the company for the payment of his claim out of any other funds than the capital and funds of the company, or for the payment of the same out of the private estate of any of the shareholders of the company, or as creating any liability upon any of the shareholders in respect of such claim other than and beyond the liability already imposed by the company's deed of settlement on every shareholder to contribute to the subscribed capital, according to the provisions of that deed.

On the 28th November, 1856, George Pratt effected a policy with the company upon his life, for £100, in the same form and with like conditions as that of Harman.

In 1858 it was duly resolved by two extraordinary meetings of shareholders and policyholders that the company should be amalgamated with the British Provident Life Assurance Society, which society was empowered by its deed of settlement to amalgamate with other companies. This amalgamation was carried out by a deed of 1st June, 1858, whereby the business, property, and liabilities of the Anglo-Australian Company were absolutely transferred to and were undertaken by the British Provident Society. And it was provided that policyholders of the company should be under no necessity to establish their claims against the society, or to have endorsements on their policies, or new policies, or grants of the society, unless they should require the same, in which case they might choose in what manner the society should assume liability on their policies. And it was further provided that the premiums or contributions for renewal of policies in the company should be payable only to the British Provident Society, who should give the necessary receipts; and that the name of the Anglo-Australian Company should be retained and used upon the prospectuses and advertisements of the society, and that except as to matters provided for therein, nothing should be done to injure or prejudice the legal constitution of the company, which should continue in other respects until it was otherwise determined by a general meeting of the British Provident Society. A schedule to this deed contained a list of all the policies effected in the company, among which were included those of Harman and Pratt.

In July, 1858, Harman applied to the British Provident Society and received from it a guarantee policy of the following form:—

* Reported by W. BOUSFIELD, Esq., Barrister-at-law.

" Anglo-Australian Policy, British Provident Policy,
No. 829. No. 3399.

British Provident Life and Fire Assurance Society.
The Anglo-Australian and Universal Family Life Assurance
Company.

Chief Office, 4, Chatham-place,
Blackfriars, London, E.C.

Whereas George Harman, of 32, North-street, Lewes, in the county of Sussex, builder, did by a policy numbered 829, and dated 29th February, 1856, effect a policy upon his own life with the Anglo-Australian and Universal Family Life Assurance Company for the sum of £200, And whereas the said Anglo-Australian and Universal Family Life Assurance Company being desirous that the said assured should have the additional guarantee of the British Provident Life and Fire Assurance Society, the British Provident Society do hereby, at the instance and request of the said Anglo-Australian Company, agree to assure the said George Harman on the terms and in manner set forth in the said policy, and on the conditions endorsed thereon."

This policy was executed by three directors, and stamped with the common seal of the society.

Pratt did not have any endorsement upon his policy, or require a new policy of the society.

In March, 1859, an agreement was made between the British Provident Society and the British Nation Association for the transfer of the business and liabilities of the society to the association. This agreement was duly confirmed by meetings of the members of both companies, and the transfer carried out.

In March, 1861, the British Provident Society was, at the petition of a shareholder, ordered to be wound up in Chancery, and advertisements were inserted in the *London Gazette* and other newspapers calling creditors to come in and prove their debts, and notifying that until they should do so they would be precluded from prosecuting any proceedings for the recovery of their debts. No claim was carried in by either Harman or Pratt in the winding up; and during the same month they received a circular from the manager of the British Nation addressed to the policyholders of the Anglo-Australian and British Provident, which was as follows:—

"The winding up of the British Provident Society.

It is perhaps here desirable for me to remind you that your policy, though coming to this office from the British Provident, is now fully guaranteed by this association, and that on taking over the business of the British Provident Society this association took over none of its other liabilities, nor is the British Nation in any way implicated in the affairs of the British Provident. Whether, therefore... that society is wound up in the Court of Chancery or by its own directors, this association is not affected by it. I think there are few of the British Provident policies which have not already been endorsed by the directors of this association; should there be any such, if the assured will send them to this office they will be at once guaranteed and sealed. I mention this at this time lest any of the assured might feel any alarm at reading the reports in the newspapers respecting the winding up of the British Provident Society, but it is also my duty, in order to save trouble to the assured, to remind them that their policies are just as secure and as much recognised by this association without the endorsement as with it."

Harman returned no answer to this circular, but Pratt sent in his policy to the British Nation, who affixed upon it the following endorsement:—

"In consideration of the within-named assured having agreed to the transfer of the within-written policy to the British Nation Life Assurance Association, and to pay to the said association all future premiums on the same policy as they become due, and to observe and perform all the stipulations contained in the said policy on the part of the assured, the said association doth hereby agree to observe and perform all the stipulations contained in the said policy on the part of the British Provident Life and Fire Assurance Society, and in the stead of the said society. Provided always that this policy shall be subject to the provisions of the deed or deeds of settlement of the British Nation Life Assurance Association, and that the subscribed capital for the time being of the said association and other funds and property of the said association remaining, at the time of any claim made, undisposed of and inapplicable to

prior claims in pursuance of the provisions of the deed or deeds of settlement of the said association shall alone be liable to answer all claims of the said association in respect of this policy and of all other policies, and that no director or other proprietor of the said association, his heirs, executors, and administrators, shall by reason of any policy of assurance, or guarantee, or instruments securing an annuity or annuities, or the whole of the policies of assurance and guarantees, or instruments securing annuities taken together, which any directors or director have or hath signed or may sign, upon that or any other account, be in any wise individually liable to any claims against the said association beyond the amount of the unpaid part (if any) of his particular share or shares in the subscribed capital of the said association."

This endorsement was duly signed and sealed.

In the year 1865 the British Nation transferred its business and liabilities to the European Assurance Society, which was ordered to be wound up in January 1872. No order was ever made to wind up the Anglo-Australian Company.

Harman and Pratt duly paid the premiums on their policies to the Anglo-Australian, the British Provident, the British Nation, and the European Society successively, and received their respective receipts.

They now claimed to be entitled to prove for the value of their policies concurrently against the Anglo-Australian Company and the transferee companies, till all claims in respect of their policies had been satisfied.

The joint official liquidator of the European Society insisted on the other hand (1) that Pratt, by virtue of the endorsement placed on his policy by the British Nation Association, had created a new contract with it, and had, therefore, lost his right of proof against the Anglo-Australian and the British Provident; (2) that from the proceedings taken in the winding up of the British Provident, and the lapse of time which had taken place since, both Pratt and Harman had lost their rights of proof against it; (3) that the British Provident, the British Nation, and the European Society were only guarantors of the Anglo-Australian, and could not be resorted to till the assets of the latter had been first exhausted; and (4) that neither claimant had any right of concurrent proof against the above companies, but that each company must be resorted to for proof in the order in which it became liable upon their policies.

Bagshawe, for Harman and Pratt, contended that neither claimant had created a novation with any of the transferee companies, but had only accepted their additional guarantee, which they were still entitled to enforce against each of them. Neither claimant had taken a new policy, and, according to the principles laid down in *Coghlan's case*, 17 S. J. 127; and *Blundell's case*, 17 S. J. 87, the onus of proving novation was on the party who alleged it, and this they had not done. With regard to the winding up of the British Provident in Chancery, the decision in *Burn's case*, 17 S. J. 855, showed that that did not affect the matter. With regard to the suggestion that the principal must be exhausted before the surety was applied to, he submitted that the claimants were entitled to do now in the winding up what they would if the companies had still been going on—i.e., bring a separate action against each, in which case neither company would be entitled to stay the action except on payment of the whole amount due. This was settled by the *Warrant Finance Company's case*, 18 W. R. 154, L. R. 5 Ch. 88, which followed *Kellock's case*, 16 W. R. 688, L. R. 3 Ch. 769, the rule established being that where two companies are in liquidation, one as principal and the other as surety, proof is allowed against both till twenty shillings in the pound has been received.

Higgins, Q.C. (Cookson with him), for the joint official liquidator, urged that the endorsement of the British Nation on Pratt's policy showed the agreement for novation required by *Blundell's case*; the word "alone" therein being of itself sufficient to show this. Pratt therefore had no claim against the Anglo-Australian, but was a creditor primarily of the British Nation. In the original transfer of the Anglo-Australian Company's liabilities, the policyholders were necessarily parties, as they had the same right of voting at meetings of the company as shareholders. This is an important feature in this case, and distinguishes

it from others. Moreover the claimants have no right of concurrent proof, but must prove against the company against which they have primarily a right of proof as their principal debtor; and though they may have rights over, under the guarantees of indemnity, these cannot be arrived at in the winding up till all their rights against the principal debtor have been exhausted. The rule to be followed in this arbitration should be that in bankruptcy, where a creditor holding security must first value his security and then prove for the difference, and not that adopted under the Winding Up Act 1862. *Kellock's case* (sup.), and other cases down to *Re Oxford and Canterbury Hall*, 18 W. R. Ch. Dig. 60, L. R. 5 Ch. 433, are all decided upon the special provisions of that Act, and therefore do not apply here. It would be most inconvenient if double proofs were allowed here which are prohibited in bankruptcy. The claimants had perfect knowledge of all the transfers, and had a vote in respect of the original transfer, and were aware that there was no intention of making the original shareholders four times liable, or the No. 2 shareholder three times liable on the same policy. It was also the intention of the companies that any indemnity should be arrived at through the company which was the original debtor and not directly by the policyholder himself. Therefore, Harman, being a creditor of the Anglo-Australian should prove first against that company, and if that is able to pay him then there is no further complication; but if not, then the Anglo-Australian on its covenant of indemnity from the British Provident can recover sufficient to pay him, and that in its turn can recover any deficiency from the British Nation, and so on. It is unnecessary to allow proof against the four companies, which would be a most inconvenient course, and not in accordance with the intention of, or the equities between, the parties. He would, however, be satisfied if consecutive instead of concurrent proof were allowed. Besides, it must be insisted that the contract of the transferee companies here was not merely a contract of guarantee, but was an arrangement between a debtor company, and an intending debtor company, where the second company was to include the first. Therefore double proof should be no more allowed here, than it would be allowed in respect of the same debt against a firm, and also against three members of it who had taken a fresh partner since the debt was contracted. The policyholders were seeking to prove against the same fund four times over. The question here was after all one very much of machinery, and the decision would have an enormous effect, as in nine cases out of ten of the policyholders in this arbitration, there had been transfers from one company to another. If concurrent proof were allowed, the expense and inconvenience would be enormously increased.

LORD WESTBURY.—I want attention paid to the remarks that I shall make; and if it is supposed that they miss the point of the case, or that there is any obscurity in them, I shall be very glad to have the case reheard.

Now it arises in a very simple form. There is a policyholder of a policy for £100 granted by the Anglo-Australian—that policy is in full force. The Anglo-Australian has not been ordered to be wound up. The Anglo-Australian entered into a contract with the British Provident, to transfer its business and its liabilities to that company. The British Provident, therefore, would usurp the place of the Anglo-Australian. But the usurpation of the place of the Anglo-Australian, with regard to the creditor, would not at all interfere with the right of the creditor. The right of the creditor is, that unless he has accepted the substituted company in discharge of the original company, he retains all his remedies intact against the original company. Now, in that state of things, the person who bought from the Anglo-Australian becomes bankrupt. Between that company and the original policyholder there is no other relation than this, that the purchasing company bound itself to the Anglo-Australian to indemnify the Anglo-Australian against all liability. Now if the Anglo-Australian became bankrupt, the shareholder would have no proof, and one proof only, namely, against the Anglo-Australian, but the Anglo-Australian would have a right of proof, if it paid the debt, against the other companies. Well, but in the state of things in which we now stand, we have a variety of these transfers from one to the other, and three different transferee companies admit that they are all liable to the original creditor. If, therefore, in a case in which the

grantor is liable, and several other persons are liable in aid of the grantee, and all become bankrupt, what is the creditor to do? He has a right to do this, to enforce the full benefit of his security, and their liability against all. How is he to do it? Mr. Bagshawe says he must do it by concurrent proof, that is by proof at one and the same period of time. The proof will be controlled, it will not be prosecuted beyond the extremity of the right of the creditor proving. The result of that right is the receipt of twenty shillings in the pound. The contract is one, and try it by this test, although one security was given to him in April, 1870, another in April, 1871, and another in April, 1872, yet might he not, when they were all capable of being enforced, bring four actions on them? Undoubtedly he might. If he could bring four actions on them he might have four proofs; if he brought four actions who should restrain him? There is the present liability of the present contract—he resorts to it and brings his action. In like manner there is here a present liability, and the present right of proof. He resorts to his right of proof, and his four concurrent proofs on the file, in order that he may obtain the receipt of his debt. I see no difficulty in the whole of that. I think that would be a common mode of proceeding. Let this be granted, assuming that you have got four engagements, each of which has ripened into a liability, that is on each of which an action might be brought, cannot you bring four actions on them at one and the same time? Certainly. It is here stated that the original company and the successive transferee companies are all liable to the debt; that being so, I think the creditor has a full right of proof on them all instantaneously, and that the only result of that is, that he must account for what he receives under each proof, and that he cannot receive more than twenty shillings in the pound.

Then the other point that was raised by Mr. Higgins, is this—namely, it was not a guarantee, it was not an association of the second company with the first, in the burden that the first had to bear, but it was a substitution of the second company for the first; and he founds himself upon those innocuous words, that the second company is to be bound instead of the original, and he founds himself also on that slight expression that the assets of the second company are alone to be answerable. He puts it therefore, that it is a case of substitution, and not a case of additional liability or guarantee. Now, I have again and again stated that I will not be misled by this term "novation," that I will not pay any attention to it, unless the parties can show me that there was an express contract to substitute the second company instead of the first, and that the parties entered into that contract knowingly and advisedly, and that they entered into the contract that the second should bear the burden, and not only bear it as well as the first, but that they should bear it to the exclusion of the first, and in substitution for the first. And I drew your attention on several occasions to the language of the Institute, where it is said, that if the contract does not go on to express that the second shall be substituted in lieu of the first, and to the exclusion any longer of the liability of the first, it should be a case of cumulation and not of novation, and the liability of the second should be added, but without any prejudice whatever to the continuance of the liability of the first. There is not a trace here of any engagement between the parties to substitute the second for the first. There is not the slightest trace that it ever entered into their heads, but on the contrary, there is this distinct proof given—"And whereas the Anglo-Australian and Universal Family Life Assurance Company, being desirous that the said assured should have the additional guarantee of the British Provident Life and Fire Assurance Society," they were to have the additional guarantee, and it is given accordingly, as part of the contract of transfer, and in consideration of what is here stated. Therefore, in point of fact, the contract was this—the Anglo-Australian bargained when it parted with the property and transferred it to the other, "now in consideration of this transfer, you shall be bound to the original creditor, as fully as we ourselves are bound, but you shall be bound by cumulation, by addition, and not by substitution." Hence it was that each succeeding transferee company took a place by the side of the original contracting company. They were put by the side of that company as an additional debtor. They did not usurp the place occupied by that company, and dismiss that company from its situation of liability. I think, therefore, there is no doubt that these creditors have, at present, an existing liability

from all the companies now before me, as well the Anglo-Australian as the others, that they are entitled to sue every one. I will not go so far as to say that there is a joint contract, but they are entitled to sue severally every one for the entirety of the debt, with this difference, perhaps, only that they might sue the first transferee company for the amount of the debt due at the time of that transfer, and the second transferee at the time of that transfer, but to sue them, as being persons liable to them, and made liable by that contract, which I have just read to you—namely, a contract that was put around the necks of the transferee company, by the Anglo-Australian, in consideration of the transfer made to them by the Anglo-Australian. And where there are four persons liable, on several contracts for the same thing, to a fifth, and the contracts are now presently sueable and capable of being enforced, if the bankruptcy of the four intervene, in lieu of the four actions, there may be four concurrent proofs by the creditor, limited only by this check, that he shall not receive more than twenty shillings in the pound. I shall declare, therefore, that it is not a case in which Mr. Harman accepted the liability of any company in lieu of and in discharge of the original, that these companies became bound and liable to Mr. Harman, by way of addition, and not by way of substitution, and that, being so liable, he is entitled to have a concurrent proof, that is, he is entitled to prove the amount of his debt against each of them separately, and subject to the limitation of not receiving more than twenty shillings in the pound, he is entitled to the full benefit. This decision will also apply to Mr. Pratt.

Bagshawe.—Then the proof will be for the value of the policies, ascertained according to the provisions of the new statute.

Lord WESTBURY.—I have declined to lay down any rule on that. If I declare that he is entitled to prove he will go in and prove such proof as he is entitled to. If any question arises on that, there will be liberty to apply.

Higgins, Q.C.—There may be different amounts of proof as against each company?

Lord WESTBURY.—There may be. I do not now lay down any rule that shall ascertain the value of the policy to be proved; that will be determined in the ordinary manner. Mr. Bagshawe, I give you your costs of the application, but if you mean to apply to put the Anglo-Australian in the course of liquidation, I reserve the question out of what estate these costs shall be paid: until that is done, with liberty to you to apply.

Solicitors, Mercer & Mercer; George Blagden.

(Before Lord WESTBURY and Lord ROMILLY.)

Feb. 6, June 18, Oct. 28.—*Re European Assurance Society, Joshua Murgatroyd's Case.*

Life assurance company—Transfer of shares—Approval of transferee by directors—Proper persons for shareholders—Duty of transferor.

A shareholder of a company, entitled to transfer his shares with the approval of the directors, is bound to procure a transferee whom he knows to be a person fitted by position and solvency to become a co-partner with the other shareholders; and if he should propose, for the approval of the directors, a transferee whom he or his agent in the transaction knew, or could have known, to be an unfit person to become a shareholder, the approval of the transferee by the directors may be no bar to keeping the transferor on the list of contributories.

By the 96th clause of the deed of settlement of the European Society it was in effect provided that a shareholder, who wished to transfer his shares, should send to the directors a written notice containing a full description of the proposed transferee, and if the transferee were approved of, or if the directors did not, within fourteen days, propose a substitute, then the shareholder might transfer his shares to the person proposed by him. The 96th clause of the deed is given at length in *Lloyd's case*, 17 S. J. 46.

In September, 1869, Joshua Murgatroyd, the owner of 500 partly paid up shares in the society, employed William Clegg, a stockbroker in Manchester, to dispose of them. According to an arrangement made by Clegg, Murgatroyd, on October 1st, 1869, transferred 200 of the shares to one Robert Marshall, of Denton, hat-trimming

manufacturer, the nominal consideration being stated as £10; and on the same day he transferred the remaining 300 shares to one Philip Barker, of Victoria-street, Manchester, an agent of the society, no consideration being stated. At the same time Marshall and Barker executed agreements to indemnify Murgatroyd from all liability on the shares, and received from him £10 each. On the 18th October Clegg forwarded notices of these transfers to the directors. On the 23rd November a call of ten shillings a share was made on all shares of the society; and on the 30th November Clegg forwarded the two transfers to the manager of the society, with a request that they might be registered. On the 9th December Clegg was informed by the manager that the directors were prepared to register the transfers when the call of ten shillings a share had been paid. Murgatroyd never paid the call, and at the winding up of the society in January, 1872, his name was put upon the list of contributories.

Murgatroyd now applied to have his name removed on the ground that but for the default of the society in registering the transfers to Marshall and Barker, his name would not have been upon the register of shareholders at the date of the winding up. This application was opposed by the joint official liquidator on the ground that the proposed transferees were unfit persons to become shareholders of the society.

It appeared in evidence that Murgatroyd at the time of the transfer had no personal knowledge of either Marshall or Barker, but supposed from the description given to him by Clegg that they were proper persons for shareholders. Marshall had since become bankrupt. Nothing was known as to Barker's solvency, and, though summoned to these proceedings, he did not appear. There were grounds for believing that Clegg was aware of the insufficiency of both transferees.

On the case coming before Lord Westbury on the 6th February he ordered the matter to stand over until Murgatroyd had paid the call of ten shillings, which was done on the 20th February.

The case was considered again on the 18th June, when

Lord WESTBURY said, that originally a shareholder in a company, a man who had a share in a business or partnership, had no power of transferring that share. The Legislature came to the relief of that, and it said, "you shall have a qualified power of transfer, but a power of transfer clogged with such conditions and qualifications as will be sufficient to prove, if they are observed, to the company and to your brother shareholders, that the persons you represent as fit recipients of your shares are fit persons to enter into partnership with them." Now it must be particularly observed, that a provision of that kind was something more than a description of certain regulations and checks upon a transfer; it was a provision that contained within itself, in reality, a contract between all the shareholders, that one of the bases of their partnership should be that no shares should be transferred except in conformity with the spirit of that power. And, therefore, if a man, being a shareholder, sent in another's name, and knew, in his conscience, that that other was not a person coming within the description of transferee intended to be accepted; and if by some lucky chance the blot was not hit, and the evil was not discovered, and the transfer was passed, and the new name was put in lieu of the old, yet if it could be afterwards found that he knew of the impropriety of the name he sent in, if any knowledge could be fastened upon him that the intended transferee was not a person that answered in every respect to the spirit of the enactment, he (Lord Westbury), would, if it came before him, undo the transaction, and compel him to resume the place from which he hoped to escape by that device. The device might not be discovered, the latent fraud might not be made known, but if at any time afterwards that latent fraud could be unveiled and brought to the light of day, the transaction should be undone. Now, then, would Mr. Murgatroyd accept that condition and make an affidavit, fully detailed, to prove that at the time when he sent in these two names he personally knew that they were men of substance, men of good character, men of a position in life to make them fit persons to stand in his shoes, to fulfil the obligation that he was under. If the directors did not do their duty, or if they made a rash representation, it should not shelter

* Reported by W. BOUSFIELD, Esq., Barrister-at-law.

Mr. Murgatroyd if he had done that which was wrong. Mr. Murgatroyd should not put himself under the cloak of the directors. If Mr. Murgatroyd knew the facts and did not tell them, he should not derive the smallest benefit from the fact that the directors gave him any assurance that they were content with the transaction. The matter should stand over for further proof to be adduced by the petitioner.

Oct. 28.*—Further evidence was given by Murgatroyd to the effect that he was not personally acquainted with either transferee, but believed both to be proper persons.

Jackson, Q.C. (*Henderson* with him), for Murgatroyd, contended that the case was governed by *Bentineck's case*, 17 S. J. 807.

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator, said Lord Westbury did not consider the case governed by *Bentineck's case*. They cited *Oakes v. Turquand*, 15 W. R. 1201, L. R. 2 H. of L. 325; *Ashley's case*, 18 W. R. 395, L. R. 9 Eq. 263; *Kent v. Freehold Land Company*, 16 W. R. 990, L. R. 3 Ch. 493.

Jackson, Q.C., in reply.

Lord ROMILLY said he must keep Murgatroyd's name on the list. He had not complied with Lord Westbury's permission to show that the transferees were fit and proper persons to be made shareholders. It was clear that Marshall and Barker were improper persons, and though probably Murgatroyd was not aware of this, Clegg could have known it, if he had taken the trouble to do so.

Solicitors, *Mercer & Mercer*; *Sladen & Mackenzie*.

COUNTY COURTS.

WESTMINSTER.

(Before Mr. FRANCIS BAYLEY, Judge.)

Oct. 23.—*Pearse and Another v. Cooper*.

Composition under Bankruptcy Act, 1869—Action for original debt—Payment of composition to be on demand at a certain place and time.

This was an action brought by Frederic Pearse and Ashton Lever, trading as "Pearse, Lever & Co.," advertisement agents, against Henry Edwin Cooper, of Bethnal-green-road, sewing machine maker, to recover the sum of £10 19s. 4d., balance of a debt due from the defendant to the plaintiffs, after deducting 14s. 8d. being the first instalment of a composition paid by the defendant.

The defendant had given notice that he intended to rely, amongst other defences, on the defence that the claim of the plaintiffs was barred by an extraordinary resolution of his creditors under the 126th section of the Bankruptcy Act, 1869.

Glyn (solicitor), appeared for the plaintiffs.

Davies (solicitor), for the defendant.

Glyn submitted, that as it was for the defendant to prove that he had complied with the terms of the resolution, it was for him to begin.

Davies, accordingly, for the defendant, said that he relied upon an extraordinary resolution passed by the statutory majority of the defendant's creditors, at a meeting held on the 7th day of December, 1872, and which was in the following terms:—

"1. That a composition of two shillings and sixpence in the pound shall be accepted in satisfaction of the debts due to the creditors from the said Henry Edwin Cooper. 2. That such composition be payable by two equal instalments, on demand at 281, Bethnal-green-road, at or after the expiration of three months and six months respectively from the date of this meeting."

He then called the defendant, who deposed that he had paid the first instalment due under the resolution, and that no demand had ever been made by the plaintiffs for the second instalment of the composition.

Glyn then called one of the plaintiffs, who stated that on the 7th of June last, he sent a clerk to No. 281, Bethnal-green-road, to demand the second instalment of the composition, and a copy of a letter was read in corroboration of this fact. The clerk was then called, and swore to having made the demand at Bethnal-green-road aforesaid on the 7th June last, and that the defendant had said he had not the money, but would pay on the clerk's calling again. He

cited in support of his case, *Edwards v. Coombe*, 21 W. R. 107; *Ex parte Dodge, re Hatton*, 20 W. R. 978; and *Slater v. Jones, Capes v. Ball*, 21 W. R. 815.

His Honour said that there was no doubt, if default in payment had been made, plaintiffs would recover; but that, looking at the terms of the resolution, it appeared to him a demand must be made at the place named in the resolution at or after the time when the composition became payable, and that in this case it had just struck him the demand had been made too soon. The resolution was passed on the 7th December; the six months, then, at which time the second instalment would become due, would not have expired till midnight on the 7th of June.

Glyn said that it was very doubtful whether a demand was in any case necessary, and he read passages from the cases before mentioned in support. He argued that as in the above cases it was ruled that it was the payment of the composition, and not the mere agreement to pay it, which satisfied the debt, it was not necessary to prove a demand of payment, it being sufficient that the composition had never been paid. He also adverted to the fact that in *Slater v. Jones* and *Capes v. Ball* (*ubi sup.*), where no default had been made, it was with considerable doubt that the judges had arrived at the decision that a resolution for composition was pleadable in bar to an action for the original debt.

His Honour.—It is necessary for the creditor to comply with the terms of the resolution, and in this case that has not been done. In the resolution it was specially stated that the composition should be payable at three months, and six months, from the date of the first meeting. The time for payment of the second instalment did not expire till midnight on the 7th June last, and therefore the demand made on that day was premature.

The plaintiffs were accordingly nonsuited.

LIVERPOOL.

(Before Mr. J. F. COLLIER, Judge.)

Oct. 29.—*Re Henry Clint*.

Bankruptcy—Marriage settlement—Bankrupt unregistered owner of shares in British ships—Registered owner ordered to sell and pay the proceeds to the trustee in bankruptcy.

The facts of this case are sufficiently stated in the judgment.

Martin, for the trustee in bankruptcy.

Wright, for Mr. F. A. Clint, and the trustees of the bankrupt's marriage settlement.

His Honour.—The facts of this case are the following:—In April, 1859, the bankrupt, Henry Clint, became the registered owner of two 64th shares in the ship *Evangeline*. On the 29th September, 1863, a bill of sale in the statutory form was executed to him by his brother, Mr. F. A. Clint, of two 64ths in the ship *Calcutta*; and on the 24th November, 1865, a like bill of sale of two 64ths in the ship *Ganges*. Of these shares his ownership has never been registered.

The bankrupt married in 1865, having previously executed a settlement in contemplation of marriage, whereby a life policy of £1,000 and certain household furniture were settled to his wife's separate use. The settlement also contained the following covenant:—"That all future real or personal estate which the said Henry Clint shall at any time during the said intended coverture be possessed of or entitled to, or shall otherwise acquire by devolution, gift, devise, bequest, purchase, accumulation, or otherwise howsoever, shall be conveyed, assured, and assigned unto the trustees of the settlement."

The question I have to decide is whether, under the terms of this settlement, were included, 1st, the shares in the ships, and, 2ndly, the earnings or income arising from those shares. It is admitted that the fact of the bankrupt being the registered owner of the shares of the *Evangeline* before the execution of the settlement takes those shares out of the settlement, but it is contended that the shares in the other ships and the income or earnings of all three passed to the trustees of the settlement. It is not easy to understand how this contention, at any rate with respect to the shares themselves, can be supported, for whatever interest the bankrupt possessed was acquired prior to the date of the settlement, and therefore could hardly pass under a covenant for the settlement of future property.

I have no hesitation in deciding that the bankrupt's interest in these shares did not come into settlement, but what interest he absolutely possessed is a much more difficult

* Lord Westbury died in July, 1873, and Lord Romilly was subsequently appointed arbitrator by the Lord Chancellor, under the provisions of the European Arbitration Act.

question, and one which, I believe, has never yet been decided.

By section 55 of the Merchant Shipping Act, 1854 (17 & 18 Vict. c. 104), all transfers of shares in British ships are to be by bill of sale. No question arises in this case upon the validity of the bills of sale, which are admitted to be in the form required by the statute. By section 57 the name of the transferee, under every bill of sale, is required to be registered. By section 43 the registered owner has absolute power of sale, and of giving effectual receipts. By the previous statute (8 & 9 Vict. c. 89, s. 37), it was enacted that no bill of sale should be valid or effectual to pass the property, or for any other purpose, until registered. The Act of 1854 omits any direct declaration of the avoidance of unregistered bills, but directs that they shall be registered, and gives the registered owner the sole power of sale and of giving valid receipts. This difference between the provisions of the Merchant Shipping Act, 1854, and the previous statute received a great deal of consideration in the case of *The Liverpool Borough Bank v. Turner*, 8 W. R. 730, and on appeal, 9 W. R. 292, and the conclusion that Lord Hatherley, then Vice-Chancellor Wood, came to in a very elaborate and able judgment which was affirmed on appeal, was, that the policy of the Act of 1854 did not differ from that of the previous statutes, and that the true construction of the previous statutes was that no contract could be valid unless it complied with the conditions of those Acts. The result of the case of *The Liverpool Borough Bank v. Turner* is, so far as it affects the case now under consideration, that the register is the only thing that can be looked to for the title to a share in a ship, and that no such things as equitable interests can be recognised.

Then came the Merchant Shipping Act Amendment Act, 1862 (25 & 26 Vict. c. 63), which bears about it signs that it was passed in consequence of the decisions in *The Liverpool Borough Bank v. Turner*. By the third section it is enacted "that the expression 'beneficial interest,' whenever used in the second part of the principal Act (the Merchant Shipping Act, 1854), includes interests arising under contract and other equitable interests; and the intention of the said Act is that without prejudice to the provisions contained in the said Act for preventing notice of trusts from being entered in the register-book, or received by the registrar, and without prejudice to the powers of disposition and of giving receipts conferred by the said Act on registered owners and mortgagees, and without prejudice to the provisions contained in the said Act relating to the exclusion of unqualified persons from the ownership of British ships, equities may be enforced against owners and mortgagees of ships in respect of their interest therein, in the same manner as equities may be enforced against them in respect of any other personal property."

I do not think that the expression "beneficial interest" occurs in any of the sections I have quoted. We must therefore look to the second branch of the section, which enacts that equities may be enforced against the owners of ships in respect of their interest therein, not in their favour, only against them. Now, in this case there is nothing which equity could enforce in respect of the contract of sale, for that was completed at the time of the execution of the bills of sale. The only thing to be done to perfect the title of the transferee was registration, which he has neglected. The state of things is this: the bankrupt has had all along the beneficial ownership, his brother retaining the power of disposition given him by the Act of Parliament. By this state of things I think the relation of trustee and *cestui que trust* was created between them, and the equities which the bankrupt could enforce would, for one thing, be the right to an account and to receive the proceeds of the trust property. But his position as *cestui que trust* has been an entirely voluntary one, on the part of the bankrupt; he might at any time have perfected his title by registration, and he ought to have done so at the time of the execution of the bills of sale. If he had done so, this property would, without doubt, have been available for division amongst his creditors, and I cannot allow their claims to be defeated by a trust which the bankrupt has created by his own default. I shall therefore order Mr. F. A. Clint to sell these shares, and to pay the proceeds to the trustee in bankruptcy.

With respect to the earnings or income of the shares, I also think that they are not affected by the settlement.

It is a well-known rule in equity, upon which there have been many decisions besides that in the case of *Lewis v. Madocks*, 17 Vesey, 48, which was referred to in the argument, that settlements of after-acquired property only carry property in the nature of capital, and I do not see anything in this settlement to take it out of the general rule.

The costs of all parties will be paid out of the estate. *Martin*, who appeared for the trustee in the bankruptcy, said that it was doubtful how far the Court had jurisdiction to order Mr. F. A. Clint to sell the shares in the vessels, but he had no doubt the order of the Court could be so drawn as to meet the views of all parties.

Wright, who represented Mr. F. A. Clint and the trustees of the settlement, said that he did not anticipate there would be any difficulty, as assuming that after consultation with his clients, who were not present, they decided not to appeal, they would afford every facility to carry out the order of the Court.

OBITUARY.

LORD CHIEF JUSTICE BOVILL.

It is with feelings of great regret that we record the death, on Saturday last, of the Lord Chief Justice of the Common Pleas, at the comparatively early age of fifty-nine.

Sir William Bovill was born in 1814, and was the second son of the late Mr. Benjamin Bovill, of Wimbledon. He had an uncle, a solicitor, a member of the firm of Tustin & Bovill, and it was at one time intended that he should follow that branch of the profession. He was accordingly articulated to Messrs. Willis, Watson, Bower, & Willis, of Tokenhouse-yard, but he quitted their office to read for the bar, at the instance, it is said, of Mr. Bower. He then became a pupil in the chambers of the late Baron Channell, who himself had previously been articulated to Tustin & Bovill, but who was at that time a stuff gownsmen in very large practice, especially in commercial cases. In those chambers he acquired the knowledge of commercial law which distinguished him throughout his career. He practised for a short time as a special pleader, and was then, in 1841, called to the bar by the Honourable Society of the Middle Temple. He joined the Home Circuit, and although, as he was afterwards fond of recording, he had but one brief on his first circuit, he acquired a large and lucrative business with almost unexampled rapidity. He was made a Queen's Counsel in 1855. He entered Parliament in 1857 as member for Guildford, and sat for that borough until he became Chief Justice. In July, 1866, he took office as Solicitor-General in the administration of the late Earl of Derby, Sir Hugh Cairns being Attorney-General. Shortly afterwards the Attorney-General was appointed a Lord Justice of Appeal in Chancery. Sir William Bovill did not, however, become Attorney-General, as Sir John Rolt succeeded to that office. The reason for this arrangement is stated to have been that it was then known that Sir William Erle was about to retire from the office of Chief Justice of the Common Pleas, that it was arranged that Sir William Bovill should succeed him, and that by the appointment of Sir John Rolt at once to the office of Attorney-General the necessity for two re-elections, which by the law prior to the Act of 1867 would have been required upon promotion from the office of Solicitor to Attorney-General, was avoided. Be that as it may, Sir William Erle retired in November, 1866, and Sir William Bovill then succeeded to the position which he held up to the time of his death.

Sir William Bovill possessed in a striking degree those qualities which are most certain to bring success at the English bar, and which frequently enable those who possess them to distance competitors who amongst their friends may enjoy the reputation of greater ability. His powers of reasoning and of decision were singularly rapid and acute, and his grasp of the facts of an intricate case was firm and masterly. He could not be called eloquent, but he could say what he had to say fluently, pointedly, and effectively. He was not very learned, in the full sense of the term, but he had a very sound acquaintance with the substantial principles of the law and of pleading, and he had the power of rapidly acquiring and

readily appreciating the law applicable to any particular case, and of accurately applying it to the facts. Above all he had great energy, indomitable perseverance, and imperturbable good temper. Neither his zeal for his client's cause, nor his power of doing justice to it, would flag during the longest trial; and nothing that could happen during the progress of the case would disturb his equanimity or shake his apparent confidence of success. He would receive the most damaging and unexpected reply from a witness with an air of cheerfulness and satisfaction which would often prevent those less quick than himself from fully appreciating its damaging effect on his case; and in the inevitable altercations with opposing counsel at Nisi Prius, he always had the advantage by keeping his temper the best. His great practical knowledge of the usages of commercial life made him especially successful in commercial cases at Guildhall; but, at the same time, few leaders at the bar have had a more varied and extensive practice than he possessed. He had a great reputation in patent causes, and a leading business in compensation cases. He had also, what few Nisi Prius leaders have, a large business before the Courts in Banc and in the Exchequer Chamber and House of Lords.

On the Bench he probably did not acquire so high a reputation as he did at the bar; but that is in a great measure owing to the fact that the faults which he had as a judge were of a character to be easily seen, whilst ordinary observers may have failed to see the vast amount of useful work which he did, and the large number of cases which were brought to their proper conclusion by his great powers, and which in weaker hands might not improbably have resulted in a miscarriage of justice. He was undoubtedly in the habit of taking the conduct of causes too much upon himself. He was quick at seeing the merits of cases, and sincerely anxious that everyone else should see them too; and thus he would not unfrequently appear, to those less rapid in judgment than himself, to be partial, when, in fact, he was only bringing forward prominently the really important facts of the case. He appeared, however, often to forget that the counsel in the cause had facts before them which were not before him; and he would often seriously interfere with their plan of conducting a cause both by going straight to a point which they for good reasons wished to reach after clearing away others, and also by raising points which they did not raise simply because they knew that an answer would be forthcoming. He was emphatically what is called a strong judge; and although he may occasionally have fallen into mistakes which slower and more cautious judges might have avoided, there can be no doubt that in the great majority of cases he was right, and that, when right, he almost invariably succeeded in leading the jury to give the right verdict, or his brethren on the bench to pronounce the right judgment. If he had been in the habit of interfering less during the progress of causes and arguments, it may be that he would have presented the appearance of greater judicial dignity and impartiality; but it may also be that a right result would have been less often arrived at. His latest judicial work well illustrates his great usefulness as a judge in those parts of his duty, which, however well performed, make no show, and therefore do little, in the eye of the public, towards creating a judicial reputation. He was the judge in town during the last summer circuit. As a Chief Justice, he was not usually in the habit of attending at Judges' Chambers; and during the early part of circuit the business there is unusually heavy. We believe that it was the universal opinion of those who practised before him that the business was never so well done. His knowledge of practice was very great, and the rapidity together with the sound sense and justice of his decisions, upon the points coming before him at chambers, were the subject of general remark. That the bench has sustained a great loss in the death of the Chief of the Common Pleas is beyond question.

In private life Sir William Bovill was a general favourite. He had great social qualities, made friends everywhere, and seldom, if ever, forgot these when he had once met. He was considerate to the junior bar, and generous to those in want of help.

We may add that Sir William Bovill was married in 1841 to a daughter of the late Mr. John Henry Bolton, an eminent solicitor, whose death we recorded but a very few

weeks ago. The late Chief Justice, although ordinarily enjoying the most robust health, had, during the last few years, been subject to occasional attacks of sudden and alarming illness, the exact nature of which, we believe, was never very accurately ascertained, but which, in some manner, affected the heart. He was seized suddenly with one of these attacks at Lee Park, Blackheath, shortly after attending Mr. Bolton's funeral, and, although more seriously ill than on previous occasions, he was believed until the day before his death to be steadily recovering. He leaves a large family. His eldest son, Mr. William Channell Bovill, is the Clerk of Assize on the Western Circuit.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY OF LIVERPOOL.

The annual meeting of the members of the Incorporated Law Society of Liverpool was held on the 5th inst., at the Law Association Rooms, Cook-street, Liverpool. Mr. John Atkinson occupied the chair.

The report, which was taken as read, stated that at the close of last year the number of members was 185. Of these three had died—viz., Mr. Richard Holden, Mr. W. T. Keightley, and Mr. James Lomax; and one had resigned—viz., Mr. G. B. Carter. During the year ten new members had been elected. The society, therefore, now numbers 191 members. Upon the legislation of the session the committee remarked:—"The Supreme Court of Judicature Act will render the session of 1873 memorable to lawyers. The bill was founded mainly upon the first report of the Judicature Commissioners. It would be impracticable to attempt to give any outline of the general scheme. For the purpose of this report it is sufficient to say that the bill proposed to confer upon the new High Court of Justice the primary jurisdiction of the several Courts of Common Law and Chancery, as also the jurisdiction of the Common Pleas at Lancaster, Pleas at Durham, &c. The bill did not extend to the Chancery of Lancashire (except as to appeals), nor to the County Courts, Liverpool Court of Passage, or other inferior courts. Upon carefully considering the bill, your committee came to the conclusion that the scheme was ably conceived, and that the provisions for carrying it out had been drawn with great care. The changes proposed were gradual, and due regard was had to existing interests. On this account, no doubt, the bill met with a favourable reception from the profession. At the same time there were several points open to objection, and some which specially affected the profession in Lancashire; for instance, the Court of Common Pleas at Lancaster was to be absorbed into the High Court, and no guarantee was provided by the bill that the local registries would remain. Without some such guarantee the committee felt that an effort should be made to exclude the Common Pleas at Lancaster from the operation of the bill. It was also thought that the opportunity should be taken to obtain more frequent sittings for trial of causes, of which the need has long been felt. Accordingly your committee conferred with the committees of the Liverpool and American Chamber of Commerce, of the Underwriters' Association, the Steamship Owners' Association, and also with the Incorporated Manchester Law Association, all of which bodies agreed in the suggestions offered. Letters were sent to the Lord Chancellor and Lord Cairns, and in the result the district registry clauses were widened and improved, and a special clause inserted to secure the continuance of local offices in Lancashire. Soon afterwards the Bill passed the House of Lords. When it stood for second reading in the House of Commons, a deputation from several of the bodies above-mentioned waited upon a number of members of Parliament (including the borough and county members), to press the bill upon their favourable consideration. Subsequently, further deputations were sent up to oppose the motion to refer the bill to a Select Committee, and to support the district registry clauses, which were being attacked by several members. The committee of delegates of associated law societies rendered great assistance by calling the attention of the various provincial law societies to the subject, and by preparing observations which, with the statistics furnished by the committee (printed in the appendix), were circulated amongst members of the House. After very numerous divisions in

committee, the bill, including the district registry clauses, passed. The full nature and extent of the changes effected will depend to a large extent upon the rules and orders (not yet issued) by which the practical working of the Act is to be carried out. Your committee are strongly of opinion that, as results of the Act, increased efficiency and economy will be effected in the judicial system; that money and time will be saved to suitors; and that considerable benefit will accrue to country practitioners." Referring to the Land Transfer Bill, the committee said:—"This bill was of even more importance to the profession generally than the Supreme Court Bill. A sub-committee, composed of several members of your committee, and assisted by Mr. I. Oliver Jones and Mr. William Bartlett, was appointed to consider and report upon the bill. After the second reading, however, the bill was dropped by the Government in consequence of the press of other work; but considering the well-known earnestness and energy of the present Lord Chancellor, and the warm approval with which the bill was received by Lord Cairns, your committee think it exceedingly likely that a similar bill will be introduced next session; they therefore annex a print of the report of the sub-committee which they adopted, with a paper of suggested alterations. Copies of these were sent to the Lord Chancellor and to Lord Cairns." On the subject of the organisation of the profession, the report contained the following:—"Your committee think it right to refer to the great advance made by the Incorporated Law Society of England towards this object. A fresh charter has been obtained by that society, raising the number of the council from thirty to fifty, enabling the members of the society to vote by proxy for the election of forty members of the council, and allowing the council to hold meetings of the society in the provinces as well as in London. The remaining ten members of the council are to be elected by the council from the presidents of the various provincial law societies. At the recent election of members of the council, ten of the most active members of the profession in the provinces were elected, amongst whom are Mr. F. S. Hull and Mr. W. A. Jevons; and your committee have no doubt that henceforward the council will take a much more active lead in all matters that interest the profession throughout the kingdom."

The CHAIRMAN, in moving the adoption of the report, said the importance of the subjects of the Supreme Judicature Bill and the Land Transfer Bill was such that he could confidently say that the energies, the talents, and the time of the committee had been put to the test in considering them. Although it had been stated that the last session of Parliament was not prolific in its bills, he thought many of them would believe that no more important measures had been brought forward during the reign of her present Majesty than the two to which he had referred. They would be important in their results and in their effects, and would be advantageous both to the public and to the profession. With regard to the Judicature Bill, the attention of the committee was mainly given from first to last to the saving of delay and to the saving of expense. The saving of delay would be achieved by having the courts brought to our own doors, and, although the society had not succeeded to the extent of obtaining the same privileges as were granted by the bill to Middlesex and London, of having commissions sitting *de die in diem*, yet they had by the bill obtained a very important feature in the extension of the sittings at assize, and the provision that each sitting was to continue as long as there was a cause to be tried. Therefore, they would not in future have to complain of causes being referred to arbitration, or of so many being made *remnants*. The clauses 60 and 68 in the bill were carried mainly by the statistics which the society obtained. The bill was one of vast importance in itself, and if carried out in a broad and liberal manner, would, he thought, prove to be one which transcended any one that he could remember in his lifetime. He hoped that in future the profession would not be deterred by their clients coming to them with a picture of the "law's delays" on their faces, and that, as a consequence, the practice of the profession would be increased. The Land Transfer Bill was one which it was difficult to understand, and it had given the committee much consideration; but, having been withdrawn, it would again come before them. Referring to the erection of new county

court buildings, &c., the Chairman reminded the meeting that for years the society had been pressing upon Government the fact that new buildings were necessary. A few years ago Mr. Ayrton, the Chief Commissioner of Works, was induced to come down to Liverpool and inspect the various sites for a building. The most suitable was considered to be the land behind the Corporation-offices, and by the kindness of the corporation, and at the request of Mr. Ayrton, that land still remained unsold. The only reason Mr. Ayrton assigned at that time for not purchasing the site was that, as the Judicature Commission was sitting, it would be impolitic to erect any building, the duties to be discharged in it not then being known. As the Judicature Commission had closed its labours, a further correspondence had taken place on the subject, and the last letter received stated that the matter had been laid before the Lord Chancellor, who would give it his immediate attention, and that the society need not fear that the land would not be secured in time. In conclusion, the Chairman expressed his regret that the law lectures had not been successful in a pecuniary sense, although the attendance has been fully maintained.

Mr. PAGET (vice-president of the society) seconded the resolution, and said he thought the committee could look back to the year just terminated with a feeling of satisfaction, because he believed they had done a fair amount of work, useful to the public and useful to the profession. He alluded to various matters affecting the profession which had come before the Legislature during the past year, and expressed his gratification that the tendency of recent imperial measures had been in the direction of placing solicitors on an equality, in regard to public appointments, with barristers of seven years' standing.

The resolution was carried unanimously.

On the motion of the CHAIRMAN, seconded by Mr. T. MARTIN, the treasurer's statement—which showed a balance in the society's favour of £51 15s. 7d., against £512s. 10d. last year—was adopted.

Mr. LOWNDES moved, and Mr. I. H. E. GILL seconded, a vote of thanks to the chairman, members of the committee, and officers of the society. Both speakers expressed their regret that the chairman was about to sever his connection with the association and with the profession, and also that Mr. Bird, after six years' service, had declined to offer himself for re-election as treasurer.

The resolution was cordially agreed to, and acknowledged by the chairman, after which the committee for the ensuing year was appointed. Some formal business followed.

LAW STUDENTS' DEBATING SOCIETY.

The first meeting after the Long Vacation took place on the 28th October, there being a large attendance of members. The following question was discussed:—"Has a pecuniary legatee a right to call upon a residuary devisee to contribute to the payment of debts?" and was decided in the negative.

At the next meeting, held on the 4th November, the question discussed was:—"Is the Judicature Act a satisfactory measure?" and was decided in the affirmative by a moderate majority.

LORD CHIEF JUSTICE BOVILL AND VICE-CHANCELLOR WICKENS.

At Westminster, on Monday last, tributes were paid to the two lamented judges, whose deaths, occurring as they did almost immediately before the commencement of the legal year, threw so great a gloom over the usually cheerful ceremony of opening the courts.

The Lord Chancellor, on entering his court, attended by Lord Justice Mellish, the Master of the Rolls, and the two Vice-Chancellors, is reported to have made the following observations, which the Bar, who remained standing, listened to with deep attention and sympathy:—

"It is impossible for us to meet here to-day without a deep sense of the great losses which the Bench and the country have sustained by the death of the two eminent judges so lately taken from us; and I feel sure I shall only be giving expression to the common feeling of all the members of the Bar who are present, as well as to our own, if I attempt, however imperfectly, to say a few words

to express our sense of those losses. The late Vice-Chancellor Wilkins, whom we should have hoped to see present in this Court to-day, was united to all of his colleagues upon the Bench, and to many of our brethren of the Bar, by the closest ties of personal affection, while to some of us he was endeared by a friendship which dated from the days of early youth. He brought to the discharge of his high duties powers of mind and cultivation and accomplishments such as it falls to the lot of very few men to possess, and to those qualities he added a temper the most uniformly cordial and amiable, a judgment the most sound, learning the most extensive, and all the qualities needed to make a very great judge. The greatest expectations had justly been formed of him, and during the short time he was permitted to be upon the Bench he showed that if it had pleased God he would have fulfilled all those expectations. Of the other eminent judge whom we have lost those practising in this court have necessarily not seen so much, but all of us know how extensive was his learning, how great his experience, and all of us, I think, must know that there was no man of more indefatigable activity in the discharge of all his duties—no man of a more kindly heart. I feel sure that in the few words I have said I have expressed the feeling entertained by all members of the Bar as well as by the whole Bench of judges, and that such feeling will be shared throughout the country."

In the Court of Common Pleas Mr. Justice Keating, who sat with Mr. Justice Grove, Mr. Justice Brett, and Mr. Justice Honyman, is reported to have spoken as follows:—

"In view of the melancholy event which has deprived this Court of its chief, had we consulted our own feelings we should have been disposed to adjourn the business. But so persuaded are we that such a course would be opposed to his wishes and feelings, who would not have desired the public interest to be postponed to any other consideration, that we have abandoned that intention. The Court has sustained a most severe and serious loss—one to be deeply and acutely felt by every member of it. A most accomplished lawyer and distinguished judge has passed away. No man ever sat on this or any other bench of justice more ardently desirous of faithfully discharging his duties."

On behalf of the Bar the Solicitor-General then said:—"In the absence of my learned friend the Attorney-General, I have been requested by my brethren of the Bar to express to your Lordships the deep and sincere regret with which we have learnt the death of Sir William Bovill. My Lords, we all knew him as Chief Justice of this Court, and in him we all recognised a judge singularly earnest in his determination to do justice to every suitor who came before him, and one who conspicuously fulfilled the first duty of an English judge in seeing that right was ever done. To some of us it was given to know him more intimately. Those of us who had been his associates at the Bar ever found in him an honourable opponent or a loyal colleague; and full well we learnt to know that his vigorous intellect and his great earnestness secured to every client who intrusted his interests to his hands the truest and sincerest advocacy the English Bar could provide. Some there are, my Lords, who knew him better yet, and those will mourn him most. Such of us as, may be, like your Lordships, enjoyed his private friendship, learnt how loving and gentle he was to those who were of him—how generous in his friendship to his associates, how considerate to those who were dependent on him, and how open his hand to those who needed aid. If it be true that to live in the hearts of those we love is not to die, Sir William Bovill has not passed away from among us. A generation must go and come ere some of us will forget to mourn him, and ere, every one of those for whom I have spoken, every member of the English Bar, ceases to mention his name with regard and respect."

LEGAL ITEMS.

Mr. James Anderson, Q.C., has been appointed to the vacant Examinership in Chancery.

The Chief Justiceship of Antigua, W.I., has become vacant by the death of Mr. Arthur Peel.

On the application of Mr. Hawkins, Q.C., the Court of Queen's Bench has extended the time for the trial of the "Tichborne Case" until November, 1874.

Mr. Justice Mellor, Mr. Justice Grove, and Mr. Baron

Martin have been placed on the rota for the trial of election petitions during the ensuing year, pursuant to the Parliamentary Elections Act, 1868.

The following Irish judges have been placed on the rota for the trial of election petitions during the ensuing year—viz., Mr. Justice Lawson, Mr. Justice Barry, and Mr. Baron Dowse.

In consequence of the provisions of the late Reform Act (30 & 31 Vict. c. 102, s. 52), a Solicitor-General does not vacate his seat in Parliament on being appointed Attorney-General.

From New South Wales we learn that the Court created by the Matrimonial Causes Act has been formally opened in Sydney. It was a "maiden" sitting, and a pair of white gloves was presented to the judge.

The Lord Chief Baron of Ireland was prevented by ill-health from attending the opening of the Michaelmas Term. It is understood that he intends to spend the winter at Bournemouth.

It is said that as many as 14,053 attorneys and solicitors, writers to the signet, proctors, and notaries took out the annual certificates authorising them to practise, in the financial year 1872-73. The number is 229 more than in the preceding year.

A petition has been filed against the return of Mr. Henry James, Q.C., the recently-appointed Solicitor-General, as member for Taunton. The petition contains the usual allegations of bribery, undue influence, and personation, but does not pray the seat.

In the late session there were 334 applications for Private Bills, and it is doubtful whether in the next session the number will be so large. The notices by advertisements must appear during the present month. According to the orders of the House of Commons, on or before the 30th inst. plans and books of reference and sections must be filed with the clerks of the peace, and by the same period deposits are to be made at the Private Bill Office. In cases where any portion of the work is situated within the metropolis, a copy of so much of the plans is to be, on or before the 30th of November, deposited at the office of the Metropolitan Board of Works.—*Times*.

The *Western Morning News* of Thursday says:—"The Attorney-General has not accepted the Lord Chief Justiceship, for it has not yet been offered to him, nor is it likely that it will be offered until after the funeral of the late Sir William Bovill; but Sir John Coleridge, before leaving Exeter for London, assured his private friends that it was his fixed determination to accept the offer if, in accordance with precedents, he should receive it. His inclinations, he said, would lead him to a contrary course, but his medical attendants strongly advise some diminution of the severe and incessant toil of the past few years, which of late has told perceptibly upon him. But for Mr. Gladstone's pressing request, Sir John Coleridge would have accepted the Mastership of the Rolls; but such a request is not likely under the circumstances to be repeated on the present occasion."

COURT PAPERS.

COURT OF PROBATE AND COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Sittings in and after Michaelmas Term, 1873.

CAUSES BEFORE THE COURT ITSELF.

November 5, 6, 7, 8, 12, 13, 14, and 15.

The Causes in the Court of Probate will be taken first.

FULL COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

November 12.

TRIALS BY JURY.

November 19, 20, 21, 22, 26, 27, 28, 29.

December 3, 4, 5, 6, 10, 11, 12, 13, 17, 18, 19, 30.

Special jury cases in the Court for Divorce and Matrimonial causes not disposed of at last sittings will have precedence. The judge will sit in chambers each Tuesday till Tuesday, December 16, inclusive at half-past ten o'clock to hear summonses, and in Court same days at twelve o'clock to hear motions.

All papers for motions must be left with the clerk of the

papers in the Registry of the Court of Probate at Doctor's Commons, or with the chief clerk of the Registry of the Court for Divorce and Matrimonial causes at Doctors' Commons, before two o'clock on the preceding Thursdays.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Nov. 7, 1873.

3 per Cent. Consols, 92½	Annuities, April, '85 97
Ditto for Account, 92½	Do. (Red Sea T.) Aug. 1904
5 per Cent. Reduced 90½	Ex Billa, £1000, 2½ per Ct. 9 dis
New 3 per Cent., 90½	Ditto, £500, Do 9 dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 9 dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per
Do. 5 per Cent., Jan. '78	Ct. (last half-year) 248
Annuities, Jan. '80—	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 104 p Ct. Apr. '74, 205	Ind. Inf. Pr., 5 p Ct., Jan. '72
Ditto for Account, 92½	Ditto, 5½ per Cent., May, '78 101
Ditto 5 per Cent., July, '80 119½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64—
Ditto 4 per Cent., Oct. '88 102	Do. Do. 5 per Cent., Aug. '73 101
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000
Ditto Refused Ppr., 4 per Cent 97	Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Prices
Stock Bristol and Exeter	100	120
Stock Caledonian	100	92
Stock Glasgow and South-Western	100	120
Stock Great Eastern Ordinary Stock	100	39½
Stock Great Northern	100	134
Stock Do., A Stock	100	151
Stock Great Southern and Western of Ireland	100	114
Stock Great Western—Original	100	117½
Stock Lancashire and Yorkshire	100	144
Stock London, Brighton, and South Coast	100	79½
Stock London, Chatham, and Dover	100	30½
Stock London and North-Western	100	145½
Stock London and South-Western	100	105½
Stock Manchester, Sheffield, and Lincoln	100	72
Stock Metropolitan	100	64½
Stock Do., District	100	26
Stock Midland	100	131½
Stock North British	100	38
Stock North Eastern	100	160
Stock North London	100	117
Stock North Staffordshire	100	67
Stock South Devon	100	69
Stock South-Eastern	100	105½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

On Saturday last the Bank rate was raised from 7 to 8 per cent., and yesterday it was raised to 9 per cent. The proportion of reserve to liabilities is about 35½ per cent. The news from New York has been more cheerful, and it is thought there that the worst is over. Railway stocks rose a little during the week, but again declined. In the foreign market, prices have fallen severely.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

MATTERTON—Oct. 29, at Florence Villa, Wood-green, the wife of Horace W. Chatterton, solicitor, of a son.
DYER—Nov. 2, at Coombe House, Hampstead-lane, Highgate, the wife of John Bradley Dyer, Esq., of Lincoln's-inn, barrister-at-law, of a daughter.
PARKER—Nov. 5, at The Grange, East Barnet, the wife of Fred. Searle Parker, Esq., of a son.

MARRIAGE.

CHALK—BEZZELL—Oct. 30, at Saint Mary's, Lewisham, Edmund Chalk, Moorgate-street, solicitor, to Mary Ann Bezzell, Westcott, Lewisham-hill, youngest daughter of the late Henry T. Bezzell, Deptford, Kent.

DEATHS.

BERKELEY—Oct. 31, at 6, Trafalgar-terrace, Monkstown, Robert James Berkeley, Esq., Q.C., of 40, Upper Mount-street, Dublin, aged 67.
BISHOP—Oct. 28, at 25, Gower-street, Bedford-square, John Bishop, Esq., Registrar of the County Courts of Greenwich and Woolwich for upwards of 26 years, aged 73 years.
BRANSON—Oct. 29, at Broom Grove, Sheffield, Mr. Thomas Branson, solicitor, in the 81st year of his age.
GOODE—Nov. 2, at Belle Vue, Ryde, Henry Goode, Esq., barrister-at-law, aged 86 years.

SHARP—Oct. 29, at his residence, 62, Thornhill-square, John Andrew Sharp, Esq., of Gray's-inn, aged 50.

ESTATE EXCHANGE REPORT.

AT THE MART.

By Messrs. DANIEL SMITH, SON, and OAKLEY.
Somerset, near Glastonbury—The Freehold Manorial Estate of Grenton, containing 781a. Or. 29., with the advowson—sold for £43,500.
Worcester, near Evesham—The Manor Estate, containing 417a. 1r. 29p.—sold for £26,000.

By Messrs. DRIVER.

Clapham-common—No. 36, Victoria-road, Freehold—sold for £1,000.

By Messrs. FAREBROTHER, CLARK, and CO.

Deptford—Improved ground rents of £16 2s. per annum, term 60 years—sold for £255.

By Messrs. DERENHAM, TEWSON, and FARMER.

Blackfriars-road—No. 17, Charlotte-street, Freehold—sold for £740.

Bermondsey—No. 64, Bermondsey street, Freehold—sold for £540.

St. Pancras—No. 1, Peace Cottages, term 26 years—sold for £55.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, Nov. 4, 1873.

Bellhouse, Thomas T., and James Bond, solicitors, Manchester. Nov 1.

Winding up of Joint Stock Companies.

TUESDAY, Oct. 29, 1873.

STANNARIES OF CORNWALL.

East Polberro Tin Mining Company, Limited.—Petition for winding up presented Oct 21, directed to be heard before the Vice-Warden, 3, Onslow square, Brompton, on Nov 5 at 11. Carlyon and Paul, Truro solicitors for the petitioners. Gregory and Co., Bedford row, agents.

FRIDAY, Oct 31, 1873.

LIMITED IN CHANCERY.

Anvergne Bituminous Rock and Paving Company, Limited.—Petition for winding up, presented Oct 29, directed to be heard before V.C. Malins, on Nov 14. Lowless and Co., Martin's lane, Cannon st, solicitors for the petitioners.

Co-operative Brewery Company, Limited.—Petition for winding up presented Oct 27, directed to be heard before the M.R. on the first petition day in Michaelmas Term. Tattam, Gresham house, Old Broad st, solicitor for the petitioner.

TUESDAY, Nov. 4, 1873.

LIMITED IN CHANCERY.

Licensed Victuallers' Co-operative Supply Association, Limited.—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debt or claims, to James Boyes, 2, Carey lane. Saturday Dec 20, at 11.30, is appointed for hearing and adjudicating upon the debts and claims.

Windsor and Annopolis Railway Company, Limited.—Petition for winding up presented Oct 30, directed to be heard before V.C. Bacon, on Nov 13. Shearman, Little Tower st, solicitor for the petitioner.

STANNARIES OF CORNWALL.

Carn Galver Tin Mining Company, Limited.—Petition for winding up, presented Oct 28, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Nov 21 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Nov 18, and notice thereof must at the same time be given to the petitioners, their solicitors or their agents. Podge and Co., solicitors for the petitioners. Gregory and Co., Bedford row, agents.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Oct. 29, 1873.

Beall, Samuel, Great Charlotte st, Blackfriars, Pawnbroker. Dec 1. Aikenborough, St. Paul's churchyard.
Blow, George, Welwyn, Hertford, Plumber. Dec 1. Spence and Hawks, Hertford.

Brame, Robert, Lowestoft, Suffolk, Gent. Dec 1. Nichol'son, Lowestoft.

Broadhurst, William, Sutton, Macclesfield, Cheshire, Yeoman. Nov 32. Parrott and Co, Macclesfield.

Burnett, John, Broxted, Essex, Farmer. Dec 5. Collin, Saffron Walden.

Capps, James, Lowestoft, Suffolk, Fish Merchant. Dec 1. Nicholson, Lowestoft.

Elliott, Samuel, Harleyford rd, Kennington, Gent. Nov 30. Brooks and Co, Goddman st, Doctor's Commons.

Earle, Henry Edward, Grosvenor st, Bond st, Wine Merchant. Dec 16. Earle, Duke st, Portland place.

Guire, William James, Sussex cottages, Alpha rd, New Cross, Fruit Salesman. Jan 1. Simpson, Brough High st, Southwark.

Gunnell, David, Chesterton, Cambridge, Gent. Dec 31. Eaden and Co, Cambridge.

Henderson, Elizabeth Martha, commonly called Lady James Townsend, Binty, Norfolk. Jan 1. Leach, Lancaster place, Strand.

Hone, James, Great College St, Camden Town. Dec 31. Shaw and Fraser, Farnival's inn.

Keen, Joseph, Godney, Somerset, Cattle Dealer. Nov 30. Hobbs, Wells.

Kenyon-Fuller, Louisa Mary Beaumont, Brussels, Belgium. Dec 1.
Leman and Co, Lincoln's inn fields
Locks, Lucretia, Camberwell New rd. Nov 30. Scott and Co, Lincoln's
inn fields
Matheron, Isabella, Maldenhead, Berks. Nov 25. Draper, Vincent
square, Westminster
Moss, William, Woolton, Lancashire, Esq. Dec 1. Pears and Co,
Liverpool
Morley, Ann, Liverpool, Fishmonger. Dec 1. Margaret Carney, Devon
st, Liverpool
Pearson, Charles, Tempsford Hall, Bedford, Esq. Dec 1. Burne and
Parker, Lincoln's inn fields
Savage, William James Roberts, Barkham terrace, Lambeth rd, Gent.
Dec 1. Jennings, Leadenhall st
Tansley, Sarah, Nottingham. Dec 1. Wells and Hind, Nottingham
Taylor, George, John st, Bedford row, Printer. Dec 15. Nettleship,
John st
Wheeler, Henry, Bolingbroke House, Wandsworth common, Esq. Dec
1. Lawrence and Co, Old Jewry chambers
Williams, Mary Anne, Walthamstow, Essex. Dec 1. Houghton, St Helen's
place
Woodcock, Thomas, Amotherby, York, Farmer. Dec 20. Jacksons
Malton

FRIDAY, Oct. 31, 1873.

Barnes, John Henry, Stock Exchange, Esq. Dec 31. Clayton and Sons,
Lancaster place, Strand
Bickford, Nicholas, Exmouth, Devon. Dec 4. Hirtzel, Exeter
Blackwood, Sir Henry, Portsea, Southampton, Bart. Dec 1. Grueber
and Cooper, Billiter st
Carrington, Edmund, Beverley, York, Veterinary Surgeon. Jan 1.
Robinson and Son, Beverley
Cockayne, Betty, Sheffield. Dec 6. Smith and Son, Sheffield
Palmeida, Luiz Joao, Lisbon, Portugal, Merchant. Nov 29. Tamplin
and Co, Fenchurch st
Brace, William, Arrow st, Leytonstone rd, Gent. Dec 1. Jacobs and
Co, Budge row, Cannon st
Dunderdale, Richard, Thornley, Lancashire, Yeoman. Dec 27. Ascroft,
Preston
Durrant, William, Arthur, Church rd, Battersea. Dec 29. Goren,
South Molton st, Oxford st
Garrod, Joseph Nicholas, Falcon square, Esq. Dec 8. Robinson and
Preston, Lincoln's inn fields
Harrison, John, Yeasow, York, Grocer. Dec 1. Hartley, Otley
Hay, Charles Crawford Ruse, Freshwater, Isle of Wight, Leiat General.
Dec 15. Farrer and Co, Lincoln's inn fields
Heels, John, Burnley, Lancashire, Esq. Feb 1. Heels, Skipton
Herley, Jane, Torquay, Devon. Dec 1. Thomas, Brecon
Hewitt, Charlotte, Winchester, Southampton. Dec 31. Barnes and
Bernard, Great Winchester st
Hill, Catherine, Southampton. Dec 27. Hickman and Son, South-
ampton
Holdsworth, James, Otley, York, Corn Dealer. Dec 1. Hartley, Otley
Hus, William, Shipley, York, Builder. Dec 31. Atkinson, Bradford
Jackson, Elizabeth, Wigan, Lancashire. Dec 10. Leigh and Ellis,
Wigan
Madschlan, Daniel, Ventnor, Isle of Wight, Physician. Nov 29.
Lawrie and Co, Knight Rider st, Doctor's commons
Mayer, Joshua Heath, Newcastle-under-Lyme, Stafford, Accountant.
Nov 14. Knight, Newcastle-under-Lyme
Maid, Alice, Alderley Edge, near Manchester. Jan 29. Whitaker,
Duchy of Lancaster Office
Pearson, Sarah, Tuffnell Park rd, Holloway. Nov 30. Williams,
Grafton rd, Holloway
Pusset, Elizabeth Trevilian, Orchard Hill, Greenwich. Dec 1. Sandom
and Kersay, Gracechurch st
Prier, William, Weymouth, Dorset, Gent. Nov 25. Jessopp, Bedford
Rimmer, Ralph, Wigan, Lancashire, Coal Proprietor. Dec 10. Leigh
and Ellis, Wigan
Sawell, Ann, Reading, Berks. Dec 22. Pownall and Co, Staple inn
Smith, Harriet Mary, Cuiwell row, Essex. Dec 15. Monckton and Co,
Lincoln's inn fields
Smith, William, Kingston-upon-Hull, Gent. Feb 1. Tenney and
Lewber, Hull
South, James, Spittlegate, Lincoln, Brick Maker. Dec 26. White,
Grantham
Spencer, Michael, Bridgend, Glamorgan, Labourer. Dec 15. Lloyd,
Pontypool
Whieldon, Joseph, Alrechurch, Worcester, Farmer. Jan 1. Parry,
Birmingham
Wills, Henry Overton, Bristol, Tobacco Manufacturer. Dec 21. Livett,
Bristol
Wilson, Rev William, Southampton. Dec 27. Hickman and Son,
Southampton

TUESDAY, Nov. 4, 1873.

Adams, Thomas, Nottingham, Esq. Dec 31. Watson and Wadsworth,
Nottingham
Anderson, George Glenny, Mark lane, Corn Factor. Dec 8. Young and
Co, Midred's court, Fowley
Makerton, Thomas, Crewe, Cheshire, Licensed Victualler. Jan 7. Stead,
Manchester
Bris, John, South Perrot, Dorset, Yeoman. Dec 1. Sparks, Crew-
borne
B-low, Stephen, Silver st, Golden square, Cheesmonger. Dec 20. Cuff
Martin's lane
Bartrowe, Isabella Mary, Eccleston square. Dec 31. Walker and
Martineau, King's rd, Gray's inn
Coster, Margaret Ann, King's Lynn, Norfolk. Nov 30. Jarvis, King's
Lynn
Chapman, Rev James Henry, Bradford-on-Avon, Wilts. Jan 1. Cowland,
Lincoln's inn fields
Christie, Robert Moore, Blanc Pignon, near Boulogne-sur-Mer, France.
Dec 15. Lewis and Watson, Gracechurch st
Cotter, Henry Hooton, Manchester, Silk Agent. Jan 7. Stead, Man-
chester
Cocks, George, Vassall rd, Brixton, Esq. Jan 1. Freshfields, Bank
buildings
Cooper, John, Faulton's square, Chelsea, Builder. Dec 8. Busby and
Winkworth, Oxford st, Regent circus

Corke, James, West Cowes, Isle of Wight, Gent. Nov 27. Darnant
and Son, West Cowes
Cridland, Henry William, Old Kent rd, Cheesmonger. Jan 6. Hogan,
Martin's lane, Cannon st
Dunn, Bryan, Derby, Brazier. Dec 9. Robotham, Derby
Durnall, John, Brighton, Sussex, Warehouseman. Jan 1. Clarke and
Howlett, Brighton
Flewker, John, Dawlish, Devon, Gent. Dec 6. Pearson and Whidborne,
Dawlish
Gerard, Josiah, Lagos, Africa, African Trader. April 15. Quinn,
Liverpool
Granger, Elizabeth, Bristol. Dec 31. Wadham and Chilton, Bristol
Green, Thomas, Cockermouth, Cumberland, Yeoman. Dec 1. Waagh,
Cockermouth
Houston, William, Dnolough, Mayo, Ireland, Esq. Dec 20. Rooper,
Lincoln's inn fields
Hutchinson, John, Nottingham, Commission Agent. Dec 13. Watson
and Wadsworth, Nottingham
Lloyd, Ann, Brecknock rd. Jan 1. Sowto, Bedford row
Meginnis, Frances Selinda, Brighton, Sussex. Jan 1. Clark and
Howlett, Brighton
Navei, Genevieve Marie Eugenie, North Bank, St John's Wood. Dec 1.
Pearce, Abchurch chambers, Abchurch yard
Nixon, James Charles, Nottingham, Ironmonger. Dec 31. Watson and
Wadsworth, Nottingham
North, James, Huddersfield, York, Draper. Dec 1. Laycock and Co,
Huddersfield
Oram, James, Tottenham rd, Kingsland, Gent. Jan 1. Cowland,
Lincoln's inn fields
Poniatowski, Joseph Michel Xavier Francois Jean, Prince, Ebury st,
Pimlico. Dec 1. Lawrie and Co, Knight Rider st, Doctor's commons
Peppercorn, Francis, Wood Green, Middlesex, Gent. Dec 6. Burdakin
and Co, Sheffield
Reid, John, St. Stephen's rd, Westbourne Park, Esq. Nov 30. Kearsey,
Old Jewry
Sellers, John, Bonall, Derby, Gent. Nov 7. Newbold, Matlock
Simpson, Fanny, Sandringham gardens, Ealing. Feb 6. Carr, Mildred's
court, Poultry
Smith, Rev Edward, Bath, Somerset. Jan 1. Cowland, Lincoln's inn
fields
ykes, Thomas, Kingston-upon-Hull, Merchant. Jan 1. Holden and
Sons, Hull

Bankrupts.

TUESDAY, Oct. 29, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Budgett, John Season Burgess, King's place, Commercial rd, Sergeant.
Pet Oct 23. Roche. Nov 11 at 11
Deanra, Edward Lascalle, Ledbury rd, Bayswater, retired Major-Gen
of H.M. Indian Army. Pet Oct 24. Brougham.
Park, James Allan, Cadogan terrace, Sloane st. Pet Oct 24. Brougham.
Nov 19 at 11

To Surrender in the Country.

Ambler, John, Sale, Cheshire, Ale and Porter Dealer. Pet Oct 23.
Kay, Manchester, Nov 13 at 9.30
Byam, Edward G. Woolton, near Southampton, Captain H.M.
Army. Pet Oct 23. Thorndike. Southampton, Nov 11 at 2
Hutton, Alexander, and George Price, Nottingham, Silk and Cotton
Agents. Pet Oct 24. Patchett. Nottingham, Nov 10 at 12
Simpson, Charles, Kingston-upon-Hull, Baker. Pet Oct 24. Phillips.
Kingston-upon-Hull, Nov 8 at 11
Spicer, William, Warrham, Dorset, Baker. Pet Oct 24. Dickinson.
Poole, Nov 7 at 11

FRIDAY, Oct. 31, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Collins, Mark, Broad st, Bloomsbury, Hatter. Pet Oct 23. Brougham.
Nov 12 at 12
Tahourdin, Edward Cavendish, Cornhill, Stock and Share Broker.
Pet Oct 23. Roche. Nov 12 at 11

To Surrender in the Country.

Bagshaw, John, Sheffield, Furniture Broker. Oct 30. Wake. Shef-
field, Nov 12 at 11
Brana, Felice, North Shields, Northumberland, Ship Broker. Pet
Oct 27. Mortimer. Newcastle, Nov 11 at 2.30
Crowley, John, jun, Halifax, Yorkshire, Woolstapler. Pet Oct 23.
Rankin. Halifax, Nov 18 at 12
Harley, Richard, Halifax, and James Fletcher, Denton, Yorkshire
Woolstaplers. Pet Oct 27. Rankin. Halifax, Nov 13 at 11
Tragheim, Nicolai, West Hartlepool, Durham, Furniture Dealer. Pet
Oct 28. Ellis. Sunderland, Nov 12 at 12

TUESDAY, Nov. 4, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bunge, Hugo, Great Tower st, Merchant. Pet Nov 1. Roche. Nov
26 at 11

To Surrender in the Country.

Choice, Joseph, Leicester, Burbage, Beermeister. Pet Oct 26. Ingra
Leicester, Nov 17 at 12
Drury, Charles Vinow, Rolvenden, Kent, Farmer. Pet Oct 26.
Young. Hastings, Nov 15 at 12
Roche, Winship Percival, Canterbury, Esq. Pet Oct 24. Callaway.
Canterbury. Nov 14 at 3
Therbert, William, Dartington, Durham, Tailor. Pet Oct 21. Crosby.
Stockton-on-Tees, Nov 14 at 11.30

BANKRUPTCIES ANNULLED.

TUESDAY, Nov. 4, 1873.

Craven, Francis, Liverpool, Cotton Merchant. Oct 31

Liquidation by Arrangement. FIRST MEETINGS OF CREDITORS.

TUESDAY, Oct. 28, 1873.

Adecock, William, Sibby, Leicester, Brickmaker. Nov 12 at 12 at office of Deane and Lickorish, Market place, Loughborough

Adutt, Leon Maron, and Henry Warburg Esq., Mark lane, Commission Agents. Nov 21 at 12 at offices of Nicholson, Railway approach, London Bridge. Montagu, Bucklebury

Ashman, Joseph, Emma place, Kensington, General Dealer. Nov 5 at 3 at 15, Oldham's gardens, Farnborough

Austin, Thomas Henry, Crowkerne, Somerset, Ironmonger. Nov 6 at 12 at office of Hodgson, Waterloo st, Birmingham

Backhouse, Thomas, Beckenham, Kent, Gent. Nov 17 at 12 at offices of Quilter and Co, Moorgate st. Kimber and Ellis, Lombard st

Baker, Henry Jones, and Walter Walton Baker, Bristol, Saddlers. Nov 10 at 12 at office of Barnard and Co, Small st, Bristol. Fussell and Co, Bristol

Baker, Walter Walton, Oldbury-on-the-Hill, Didmarton, Gloucester, Saddler. Nov 10 at 2 at offices of Barnard and Co, Albion chambers, Small st, Bristol. Fussell and Co, Bristol

Barratt, William, Edgware rd, Bootmaker. Nov 10 at 3 at the Guildhall Tavern, Gresham st. Clarke, St Mary's square, Paddington

Bastin, Thomas Francis, Bristol, Grocer. Nov 17 at 11 at offices of Ward, Broad st, Bristol

Batchelor, Mark, Maidstone, Kent, Oil Man. Nov 7 at 1 at the Bridge House Hotel, London Bridge. Goodwin, Maidstone

Bibby, Samuel Jordan, Carnarvon, Jeweller. Nov 7 at 2 at the Queen's Hotel, Chester. Picton and Co, Carnarvon

Bishton, William, Wolverhampton, Stafford, Timber Merchant. Nov 8 at 12 at office of Barrow, Queen st, Wolverhampton

Blyth, Cheslyn Abney, Cathedral Hotel, St Paul's churchyard, Captain in H. M.'s 2nd Reg Foot. Dec 15 at 3 at offices of Raven and Curtis, Queen Victoria st

Booney, Edward Cornelius, Southampton, Grocer. Nov 11 at 12 at offices of Nicholls and Leatherdale, Old Jewry chambers, Swayne, Southampton

Bott, John Maling, and John Bott, Birmingham, Wire Workers. Nov 7 at 12 at offices of Hodgson, Waterloo st, Birmingham

Bray, Richard, Under Berkeley at West, Hyde Park, Bootmaker. Nov 11 at 2 at offices of Broad and Co, Walbrook. Elliott, Queen st, Cheapside

Brook, Charles Christopher, Catford Bridge, Kent, Commercial Traveller. Nov 6 at 2 at the Sambrook Hotel, Sambrook court, Basinghall st

Brown, John, and Catch Brown, Birmingham, Drapers. Nov 12 at 12 at offices of Buller, Moor st, Birmingham

Cawdon, Joseph, Heighington, Lincoln, no occupation. Nov 8 at 11 at office of Page, Jan, Lincoln

Clarke, Henry, Shifnal, Salop, Builder. Nov 8 at 11 at offices of Osborne, Shifnal

Cobb, John, Richmond, Surrey, Gardener. Nov 6 at 12 at offices of Haynes, Grecian chambers, Devereux court, Temple

Coker, John, Jan, Hyde, Isle of Wight, Contractor. Nov 11 at 12.30 at the Crown Hotel, Hyde. Joyce, Newport

Collins, James, Wadsworth rd, Butcher. Nov 18 at 12 at offices of Cooke, Devereux court, Temple

Cook, Joseph, Bradford, York, Greengrocer. Nov 7 at 3 at offices of Neill, Union passage, Bradford

Cook, Thomas Harrison, South Shields, Durham, Outfitter. Nov 10 at 3 at offices of Duncan, King st, South Shields

Cookes, John Measures, Leamington Priors, Warwick, Auctioneer. Nov 10 at 3 at the Bath Hotel, Bath at, Leamington Priors. Sanderson and Hassall, Leamington

Cordiner, Joseph Banks, Manchester, Beerhouse Keeper. Nov 10 at 3 at offices of Saxon and Elliott, Brown st, Manchester

Corie, John, Balsall Heath, Worcester, out of business. Nov 6 at 10 at offices of East, Coombe row, Birmingham

Cox, Lewis, Birmingham, Grocer. Nov 6 at 12 at offices of Fallows, Cherry st, Birmingham

Craig, Robert, Southsea, Hants, Draper. Nov 7 at 4 at offices of King, Union st, Portsmouth

Edies, Thomas Wyatt, Southsea, Hants, Builder. Nov 8 at 11 at office of Falce, Commercial rd, Landport. Walker, Landport

Edmondson, Edward, North Shields, Northumberland, Seaman's Outfitter. Nov 14 at 3 at offices of Duncan, King st, South Shields

Farrish, Frederick, Mortlake, Surrey, out of business. Nov 15 at 1 at office of Warrant, Lodgegate hill

French, George, High st, Marylebone, Boot Maker. Nov 14 at 11 at offices of Chalk, Moorgate st

Gerrish, William Hall, Cardiff, Glamorgan, Provision Merchant. Nov 12 at 2 at offices of Barnard and Co, Crookherbtown, Cardiff. Ennor, Cardiff

Gibson, John Charles, Droitwich, Worcester, Surgeon. Nov 8 at 3 at the Hay Market Hotel, Worcester. Corbet

Gold, Gibson, Handsworth, Stafford, Factor. Nov 7 at 3 at offices of Hodgson, Waterloo st, Birmingham

Groves, John James,urbation Surrey, Corn Merchant. Nov 21 at 4 at offices of Wetherfield, Gresham buildings, Guildhall

Hobden, William John, High st, Lower Norwood, Boot Maker. Nov 10 at 12 at the Greyhound Hotel, Croydon. Parry

Hollis, Thomas Rbert, Yalding rd, Blue Anchor rd, Bermondsey, Contractor's Assistant. Nov 8 at 11 at offices of May and Sykes, Adelaide place, London Bridge

Jones, Richard Prince, York, Shopkeeper. Nov 6 at 11 at offices of Crumbe, Stonegate, York

Johnson, Joseph, and Edward Arthur Waddington, Burdett rd, Limehouse, Oakum Manufacturers. Nov 13 at 3 at office of Haven and Curtis, Queen Victoria st

Levenson, Lewis Edward, Farnham, Dorset, Professor of Music. Nov 17 at 12 at office of Whitehead, Bournemouth

Little, Robert, Hendon, Middlesex, Bricklayer. Nov 10 at 3 at office of May, Golden square

Long, George, Cinderford, Gloucester, Printer. Nov 5 at 1 at offices of Jackson, Westgate st, Gloucester

Martin, John, Manchester, Warehouseman. Nov 7 at 3 at the Star Hotel, Great Ancoats st, Manchester

Mitchell, Henry, Farnham, Dorset, Licensed Victualler. Nov 16 at 12 at office of Toby, Castle st, Exeter

Macveigh, James, Jun, Maxwell rd, Moore Park, Fulham, Draper. Nov 7 at 12 at 145, Cheapside. Peacock and Goddard, South square, Gray's Inn

Merriot, Jean Louis, Liverpool, Wine Merchant. Nov 10 at 12 at office of Ireby, Eldon chambers, South John st, Liverpool. Hughes, Liverpool

Merrin, Henry, Wood st, Cricklaine Skirt Manufacturer. Nov 10 at 3 at office of Gamble and Harvey, Gresham buildings, Basinghall st

Miller and Miller, Sherborne lane

Mitchell, John, Halifax, York, Game Dealer. Nov 10 at 4 at offices of Storey, Cheapside, Halifax

Myers, Morris, Euston road, Wire Worker. Nov 11 at 4 at offices of Dubois, Gresham buildings, Basinghall st. Sydney, Leadonhall st

Nattall, Samuel, Bury, Lancashire, Wood Turner. Nov 12 at 3 at office of Grundy and Co, Union st, Bury

Oliver, Thomas, Wren Pentir, Llanddolei-nol, Carnarvon, Quarryman. Nov 8 at 12 at offices of Jones, Conway

Parratt, George Frederick, Marylebone rd, no occupation. Nov 6 at 3 at offices of Lovelock and Whiffen, Coleman st. Starkey

Pither, William, Ascot, Berks, Builder. Nov 14 at 3 at offices of Long Park st, Windsor

Restell, James Henry, Jewry st, Wine Merchant. Nov 11 at 2, at offices of Fallows and Whitehead, Lancaster place, Strand

Richardson, Joseph Hayton Pollard, Bootle, near Liverpool, Licensed Victualler. Nov 10 at 3 at office of Vins, Cable st, Liverpool. Worship, Liverpool

Roberts, George, Kingston-upon-Hill, Jeweller. Nov 10 at 12, at offices of Walker and Spink, Parliament st, Kingston-upon-Hill

Rule, Charles, Gracechurch st, Mining Agent. Nov 13 at 2, at offices of Lass, Cornhill. Wilkins and Co, St. Swin's lane

Russell, William, Walsall, Stafford, Stationer. Nov 10 at 3, at offices of Duignan and Co, the Bridge, Walsall

Sebright, George, Linslade, Buckingham, Artist. Nov 4 at 3, at the Clarendon Hotel, New road, Linslade. Parkes, Beaufort buildings, Strand

Sewell, George Robins, Tooley street, Licensed Victualler. Nov 14 at 12, at the Guildhall Tavern, Gresham st. Clark

Simcoe, John, Burland, near Nantwich, Cheshire, Farmer. Nov 12 at 3 at office of Martin, Welch row, Nantwich

Stanley, Joseph Bird, Leamington Priors, Warwick, Bull ter. Nov 10 at 12, at the Bath Hotel, Bath at, Leamington Priors. Clinch

Stark, John, Newcastle-upon-Tyne, Tobaccoist. Nov 12 at 12 at offices of Keerly-side and Forster, Grainger st West, Newcastle-upon-Tyne

Thomas, William, Jun, Birmingham, Potato Salesman. Nov 17 at 3, at offices of Rowlands and Co, Colmore row, Birmingham

Thompson, Joseph, Jeremiah Thompson, and Benjamin Thompson, Tipton, Stafford, Miners. Nov 7 at 11, at offices of Shakespeare, Church st, Oldbury

Thompson, Robert, Exeter rd, Islington, Butcher. Nov 4 at 11, at the Clarendon Arms, Upper Grange rd, Bermondsey. Porter, Leadenhall st

Todd, William, Manthorpe-cum-Little Gonerby, Lincoln, Gardener. Nov 7 at 12, at the Angel Hotel, Gratham. Belk, Nottingham

Treg, Charles, Leicester, Tailor. Nov 11 at 3, at office of Owston, Friar lane, Leicester

Turner, Robert John, Wimbledon, Bookseller. Nov 11 at 12 at offices of Flux & Leadbitter, Leadenhall

Vulliamy, Henry, Gracechurch st, Surveyor. Nov 20 at 2 at 33 Gutter lane. Vanderpump, South square, Gray's Inn

Walker, John, Barkisland, York, Farmer. Nov 10 at 3 at offices of Rhodes, Horton st, Halifax

White, Edward, Priors Hardwick, Warwick, Bootmaker. Nov 13 at 4 at the Buck and Bell Inn, Banbury. Wood, South st

White, George, Exeter, Footletter. Nov 12 at 3 at offices of Friend, Queen st, Exeter

FRIDAY, Oct 31, 1873.

Allwork, Charles, Southgate place, Coiney Hatch, Draper. Nov 11 at 3 at 33, Gutter lane. Salaman

Ashby, George, High st, Hamptstead, Grocer. Nov 22 at 3 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Downing, Basinghall st

Ashton, Philip, Kirkdale, near Liverpool, Licensed Victualler. Nov 13 at 3 at offices of Vins, Cable st, Liverpool. Worship, Liverpool

Barber, David, Heckmondwike, York, Contractor. Nov 14 at 3 at the Royal Hotel, Dewsbury. Iberson, Dewsbury

Barnard, Benjamin William, Leigh, Essex, Baker. Nov 13 at 11 at offices of Pullen, Harplane

Belcher, Ben, Reading, Berks, Cook. Nov 12 at 11 at 23, the Forbury, Reading. Rogers, Reading

Bell, Sarah Marshall, Newcastle-upon-Tyne, Confectioner. Nov 12 at 2 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne

Benjamin, Benjamin, Blackman st, Borough, Importer. Nov 12 at 2 at 25, Blackman st. Murray, Seckville st, Piccadilly

Bridgeman, John, George Nothall, and George Benjamin West, Guildford, John, Gray's Inn rd, Builders. Nov 10 at 12 at the Guildhall Tavern, Gresham st. Wild and Co, Ironmonger lane, Cheapside

Burton, Johnson, Birmingham, Grocer. Nov 15 at 11 at office of Allen, Union passage, Birmingham

Rusby, William, Leigh, Essex, Grocer. Nov 13 at 2 at Anderson's Hotel, Fleet st. Pullen, Harplane

Cookson, Frederick, Rainhill, Lancashire, Chemist's Assistant. Nov 12 at 2 at offices of Tyrer, Vicarage place, Prescott

Copas, James, Newbury, Berks, Coal Merchant. Nov 7 at 11 at the White Hart Hotel, Market place, Newbury. Cave, Newbury

Cryer, Joseph, Blackfriars rd, Grocer. Nov 17 at 3 at office of Izard and Bell, Fenchurch, Isle and Co, Threadneedle st

Cuming, Thomas Morris, Truro, Cornwall, Confectioner. Nov 13 at 11 at offices of Carlyon and Paul, Quay st, Truro

Daintith, John, Woolston, Lancashire, Blacksmith. Nov 11 at 3 at offices of Bratherton, Bank st, Warrington

Dalby, William, York, Shopkeeper. Nov 14 at 12 at offices of Mann and Son, New st, York

Dempster, Marcus Brutus, Richmond, York, Watchmaker. Nov 14 at 1 at office of Robinson, Richmond

Dunick, John, Eastbourne, Sussex, Auctioneer. Nov 13 at 11 at the Guildridge Hotel, Eastbourne. Cordwell, Sergeant's Inn, Chancery lane

Draper, Frank, High st, Bow, Grocer. Nov 24 at 1 at office of Smith, Church court, Clement's lane
 Faulkner, William Gibson, Navarino grove, Dalston, Clerk. Nov 8 at 3 at offices of Jacob, Bedford row
 Fowler, Abraham, Ryther, York, Potato Dealer. Nov 24 at 2 at office of Harle, Victoria chambers, South parade, Leeds
 Fox, Walter, Cardiff, Glamorgan, Butcher. Nov 13 at 11 at office of Bielloch, Guildhall chambers, - Mary st, Cardiff
 Frigott, Henry Alfred, and Louis Artault, Regent st, Lamp Manufacturers. Nov 21 at 3 at offices of Alsop, Great Marlborough st
 Gardner, George, Bristol, Boot Maker. Nov 14 at 12 at office of Miller, Whitson chambers, Nicholas st, Bristol
 Garrett, Thomas Horatio Holmes, Bardsley, Lancashire, Grocer. Oct 14 at 3 at office of Glaz, Cleaz st, Oldham
 Goodwin, Lorenzo, Leeds, Builder. Nov 12 at 2 at offices of Simpson and Burrell, Albion st, Leeds
 Greaves, Frederic Jeremiah, Lakenham, Norwich, Painter. Nov 11 at 12 at office of Emerson and Sparrow, Rampant Horse st, Norwich
 Hall, William, Brompton rd, Apothecary. Nov 19 at 2 at offices of Tilley and Leggins, Finsbury place South
 Harper, Levi, Sedley, Stafford, Miner. Nov 10 at 11 at office of Lowe, Wolverhampton st, Dudley
 Harvey, George, Reading, Berks, Grocer. Nov 13 at 11 at offices of Beale, London st, Reading
 Hayward, Charles, Bridgewater, Somerset, Hairdresser. Nov 13 at 11 at offices of Smith & Boyie, High st, Bridgewater. Chapman, Bridgewater
 Hirschmann, Joseph, Cannon st, Wine Importer. Nov 27 at 12 at office of Broad and Co, Walbrook. Mortgan, Bucklersbury
 Hodgson, Joseph William, Worthington, Cumberland, Ironmonger. Nov 15 at 11 at offices of Milburn, Washington st, Worthington
 Howard, Robert, Rochdale, Lancashire, Ironfounder. Nov 15 at 11 at office of Standing, The Butts, Rochdale
 Hughes, Elias, Llanbedrog, Carnarvon, Flour Dealer. Nov 14 at 2 at the Castle Hotel, Bangor. Allan, Carnarvon
 Hunt, William Daniel, Epsom, Hertford, Butcher. Nov 11 at 4 at office of Ablett, Cambridge terrace, Hyde Park
 Jacobs, Edward, Bristol, Licensee of Victuallers. Nov 12 at 12 at offices of Benson and Thomas, Broad st, Bristol
 Jacobs, Louis, Liverpool, Jeweller. Nov 17 at 2 at offices of Eddy, Lord st, Liverpool
 Jones, Thomas, Downalls, Glamorgan, Grocer. Nov 13 at 10.30 at 49, Giebeland st, Merthyr Tydfil, Lewis
 Kingsland, Mark William, Hadlow, Kent, Miller. Nov 13 at 10.30 at offices of Stennings, High st, Tunbridge
 Kinsey, William Barnes, and William Downes Marritt, Great Suffolk st, Borough, Architects. Nov 20 at 12 at office of Ellis and Crossfield, Mark lane
 Langen, Francis, Birmingham, Shoemaker. Nov 12 at 3 at offices of Duke, Christ Church passage, Birmingham
 Lethbridge, James Partington, Cannon st. Nov 14 at 2 at offices of Hetherington and Co, Cannon st. Smith, Old Jewry
 Martin, William Hatch, Fuzton, Braton Clovelly, Devon, Farmer. Nov 12 at 3 at offices of Bridgman and Johnstone, Church lane, Tavistock
 Murrell, John Robert, Hastings House, near Littleton, Durham, Farmer. Nov 13 at 2 at office of Fildard, Claypath, Durham
 Newell, John Holland, Aldridge, near Walsall, Stafford, Brewer. Nov 14 at 11 at offices of Slater, Buteroff, Darlston. Edwards, Darlston
 Parker, William, Nottingham, Fruiterer. Nov 18 at 11 at office of Brittle, St Peter's chambers, St Peter's gate, Nottingham
 Payne, William, Croydon, Surrey, Boot Maker. Nov 18 at 12 at the Greyhound Hotel, High st, Croydon
 Poole, Richard, Portsmouth, Artist. Nov 12 at 3 at 145, Cheapside, Bethham, Portsea
 Polard, Mary, Queen's Head st, Islington, Grocer. Nov 17 at 3 at office of Bastard, Brabant court, Philpot lane
 Rhodes, Thomas, Kingston-upon-Hill, Earthenware Dealer. Nov 7 at 12 at office of Stead and Sibree, Bishop lane, Kingston-upon-Hill
 Riley, Walden Evelyn, Bradford, York, Wool Extractor. Nov 17 at 3 at offices of Hutchinson, Piccadilly chambers, Bradford
 Sells, Michael Henry, Buckingham st, Strand, Bag Manufacturer. Nov 24 at 12 at the Guildhall Coffee house, Gresham st. Miller, King st, Cheapside
 Snowden, George James, Mile End rd, Upholsterer. Nov 11 at 2 at office of Briant, Winchester House, Old Broad st
 Sunderland, James Smith, Leeds, warehouseman. Nov 22 at 11 at office of Harle, Victoria chambers, South parade, Leeds
 Thompson, John, Leigh, Essex, Baker. Nov 13 at 4 at Anderson's Hotel, Fleet st, Pullen, Harp lane
 Tinsley, Edward, Wincoburn, Kingston-upon-Hill, Draper. Nov 13 at 12 at offices of Clatham and Son, Bowdley lane, Kingston-upon-Hill
 Tiver, Charles George, Weybridge, Surrey, Painter. Nov 18 at 3 at office of Jenkin's Guildford st, Chertsey. Jenkins, Tavistock st
 Tripp, Robert, Wincoburn, Somerset, Painter. Nov 13 at 12 at 5, Nelson st, Bristol. Jones, Wexon-super-Mare
 Tucker, Josiah, Sandringham rd, Dalton, out of business. Nov 14 at 11 at offices of May and Sykes, Adelaid place, London bridge
 Underwood, William, Luton, Bedford, Boot Maker. Nov 5 at 12 at office of Good and Co, Poultry. Snell
 Vincent, Eliza, and Mary Adelaide Vincent, Bodcliffe rd, West Brompton, Laundry Proprietresses. Nov 8 at 10 at office of Marshall, King st West, Hammersmith
 Wagner, John Henry, Virginia row, Bethnal Green, Baker. Nov 14 at 2 at 145, Cheapside. Arnold, Finsbury pavement
 Whitehouse, Henry Wright, Phoenix st, Seneca Town, Grocer. Nov 13 at 12 at office of Eves, Old Corn Exchange, Mark lane
 Williams, John Robert, Exeter, Tailor. Nov 15 at 11 at offices of Harris and Co, Gandy st chambers, Exeter. Huggins, Exeter
 Wood, James, Congleton, Cheshire, Grocer. Nov 19 at 3 at the Lion and Swan Hotel, Congleton. Vaudrey
 Wright, William, Manchester, Wheelwright. Nov 20 at 3 at offices of Richardson, Kennedy st, Manchester

Tuesday, Nov 4, 1873.

Allen, William Charles, Tunstall, Stafford, Cabinet Maker. Nov 12 at 3 at offices of Hollinshead, Market st, Tunstall

Arthur, Arthur, Lincoln, Apothecary. Nov 18 at 11 at offices of Jay, Bank st, Lincoln. Pate, Jun, Lincoln
 Ashby, Aaron David, Cuxhalton, Surrey, Miller. Nov 15 at 1.30 at the Guildhall Tavern, Gresham st. Arnold, Park lane, Grosvenor
 Ashmore, John, Manchester, Bail der. Nov 19 at 3 at office of Barton, Kim st, Manchester
 Bell, William, Brecon, Boot Seller. Nov 11 at 2 at offices of Bishop Wheatst, Brecon
 Bennett, Edwin, Brushfield st, Spitalfields, Potatoes Salesman. Nov 14 at 3 at offices of Webster, Basilshall st
 Broadbent, George, Stockton-on-Tees, Durham, Boot Merchant. Nov 19 at 11 at offices of Robinson, Chancery lane, Darlington
 Brookes, Edwin, Birmingham, Lapidary. Nov 14 at 11 at offices of Davies, Bennett's hill, Birmingham
 Brown, Abraham, Newcastle-under-Lyme, Stafford, Grocer. Nov 19 at 11 at the County Court Offices, Cheapside, Hanley. Hollinshead, Tunstall
 Cain, James, Bolton, Lancashire, Fish Dealer. Nov 17 at 3 at offices of Dutton, Acresfield, Bolton
 Carden, Richard Arthur, Great Cavle st, Oxford st, Doctor. Nov 13 at 3 at office of Debenham, Lincoln's-inn-fields
 Chubb, Joseph William Holdinott Butler, Brighton, Sussex, Hair Dresser. Nov 15 at 11 at offices of Clennell, Great James st, Bedford row, Goodman, Brighton
 Corden, Jonathan, Eversley, Bedford, Butcher. Nov 11 at 11 at offices of Stevenson, Cheapside, Hasler
 Cotton, Mary, Little Gomerall, York, Shoemaker. Nov 19 at 2.30 at office of Scholfield, Brunswick st, Batley
 Crump, Isaac, Pillar, Gloucester, Baker. Nov 21 at 12 at offices of Smith, Regent st, Cheltenham
 Culley, William Henry Dubinaw, Acton, Middlesex, Baker. Nov 12 at 2 at offices of Vernode, Craven st, Strand
 Cutting, Samuel, Stanton, Suffolk, Miller. Nov 21 at 12 at the Guildhall, Bury St Edmunds. Salmon and Son, Bury St Edmunds
 Denison, Joseph, Bradford, York, Draper. Nov 14 at 11 at offices of Watson and Dickson, Victoria Chambers, Market st, Bradford
 Dillon, Andrew, Bath, Licensed Victualler. Nov 11 at 11 at offices of Bartrum, Northumberland buildings, Bath
 Dodd, Thomas, Chester, Painter. Nov 18 at 12 at offices of Churton, Eastgate buildings, Chester
 Dormann, Henry, Lower Edmonstone, Butcher. Nov 19 at 3 at the Guildhall Coffee house, Gresham st. Treherne and Wolfstan, Ironmonger lane
 Fenner, John Holmes, Oakley, Dorset, Farmer. Nov 12 at 11 at office of Whitehead, Wimbome Minster
 Feston, Richard, Dewsbury, York, out of business. Nov 19 at 3 at office of Shaw, Bond st, Dewsbury
 Green, George, Oxford, Cab Proprietor. Nov 24 at 2 at the London Tavern, Queen st, Oxford. Cooper, Oxford
 Green, Henry, and Thomas Green, Nottingham, Stonemasons. Nov 1 at 12 at office of Heath, St Peter's Church walk, Nottingham
 Hamley, Richard, East Stonehouse, Devon, Butcher. Nov 19 at 10 at office of Square, George st, Plymouth
 Harvey, George Edward, Bromley, Kent, Butcher. Nov 18 at 3 at office of Bowen, Basinghall st. Gregory, Bromley
 Hera, Ralph Heatley, Southport, Lancashire, Wine Merchant. Nov 18 at 12 at offices of Fowler and Carruthers, Clayton square, Liverpool
 Homes, Samuel, Tunbridge Wells, Kent, Hatter. Nov 17 at 11 at office of Arnold, Tunbridge Wells
 Hopkinson, Tom, Thorpe, York, Woollen Cloth Manufacturer. Nov 19 at 3 at the Ramsden's Arms Inn, Cross Church st, Huddersfield. Armitage
 Hoskins, Edward, Eastry, Kent, Baker. Nov 21 at 3 at office of Minter, Guildhall st, Folkestone
 Hudon, James, Burnley, Lancashire, Ironfounder. Nov 21 at 11 at offices of Gill, Hargreaves st, Burnley. Baldwin, Burnley
 Huggins, Simon, Upper Saltery, near Birmingham, Warehouse Clerk. Nov 17 at 10 at office of Duke, Christ Church passage, Birmingham
 Jones, John, Jun, Manchester, Furniture Broker. Nov 14 at 3 at the Royal Hotel, Crewe. Salt, Tunstall
 Joyce, Henry John, North Woolwich rd, Licensed Victualler. Nov 19 at 3 at offices of Wood and Hare, Basilshall st
 Kemp, John, Lower Wandsworth rd, Battersea Park, Builder. Nov 22 at 12 at office of Easton, Clifford's inn
 Kenworthy, Robert Johnson, New Broad st, Rickmaker. Nov 21 at 2 at office of Green and Co, St Peter's alley, Cornhill
 Lucas, William, Bishop's Castle, Salop, Painter. Nov 18 at 11 at office of Morris, South hill, Shrewsbury
 Lyons, Cornelius, Queen's terrace, York rd, Battersea, Builder. Nov 17 at 2 at offices of Walls, Walbrook
 Martin, John, Sheffield, Engraver. Nov 18 at 12 at offices of Wake, Castle court, King st, Sheffield
 McVeagh, John, Ripon, York, Tailor. Nov 18 at 11.30 at the White Horse Inn, North st, Ripon
 Middleton, Thomas Charles, and George Henry Middleman, Birmingham, Engineers. Nov 13 at 11 at offices of Bewitt, Ann st, Birmingham
 Miles, Harrison, Burnley, Lancashire, Joiner. Nov 12 at 11 at offices of Backhouse and Whitaker, Omsford st, Burnley
 Moon, Michael Alfred, Chester, Mining Engineer. Nov 21 at 11 at office of Jones, Princess st, Manchester
 Osborne, William, Birkenhead, Cheshire, Printer. Nov 17 at 11 at offices of Roose and Price, N uth John st, Liverpool. Adkinshaw and Warbarton, Manchester
 Peattie, Isaac Harper, Eversholt st, Oakley square, Camden Town, Haberdasher. Nov 7 at 2 at offices of Colker and Keely, Cheapside. Barrett, Newinn, Strand
 Pechell, John, sen, and John Pechell, Jun, Northampton, Shoe Manufacturers. Nov 17 at 11 at office of Jeffery, Market square, Northampton
 Prior, Charles, Halstead, Essex, Grocer. Nov 14 at 11 at offices of Cardinall, Halstead
 Row, Robert May, Regent st, Chemist. Nov 25 at 11 at office of Davies and Co, Warwick st, Regent st
 Rhein, Carl, Foster lane, Cheapside, Courier Bag Manufacturer. Nov 18 at 2 at offices of Minton and Co, Carey lane, General Post Office. Buchanan, Basilshall st
 Riley, James, Hanley, Stafford, Fishmonger. Nov 13 at 11 at office of Stevenson, Cheapside, Hanley

Seymour, Frederick Henry, High st, Notting Hill, out of business. Nov 18 at 2 at 17, Fenchurch st. Bradford
 Shirley, William Oakley, Brighouse, York, Saddler. Nov 19 at 3 at office of Learord and Learoyd, Buxton rd, Huddersfield
 Silman, James, Birmingham, out of business. Nov 14 at 3 at offices of Wright and Marshall, Townhall chambort, New st, Birmingham
 Smith, Peter, Blackpool, Lancashire, Bootmaker. Nov 17 at 2.30 at offices of Edalat, Winckley st, Preston
 Smith, William, Barnes, Surrey, Carpenter. Nov 22 at 3 at offices of Howell, Cheapside
 Solamans, Michael, Holwell lane, Shoreditch, out of business. Nov 27 at 3 at office of Heathfield, Lincoln's inn fields
 Spivey, Frank, Eastwood, Essex, Farmer. Nov 18 at 2 at offices of Blyth, Chelmsford
 Stevens, Matthew, Cardiff, Glamorgan, Baker. Nov 17 at 12 at offices of Waldron, Church st, Cardiff
 Stevenson, Alfred, Burslem, Stafford, Accountant. Nov 10 at 2 at the Talbot Inn, Stafford
 Stoddart, Martin Smith, Sunderland, Durham, Printer. Nov 20 at 10 at offices of Oliver and Botterell, John st, Sunderland
 Storey, James, Sale, Cheshire, Painter. Nov 17 at 3 at office of Sampson, South King st, Manchester
 Such, Richard, Aston, near Birmingham, Chaser. Nov 14 at 3 at office of Kennedy, Waterloo st, Birmingham
 Townley, Charles, Somerton, Oxford, Baker. Nov 19 at 3 at offices of Pain and Hawtin, Bridge st, Banbury
 Warner, John, Hanley, Stafford, Beerseller. Nov 6 at 11 at 26, Chesapeake, Hanley
 Webb, William, Sheffield, Grocer. Nov 14 at 12 at office of Appleby and Lawson, Queen st, Sheffield
 Winnall, John, Berror, Worcester, Farmer. Nov 19 at 12 at the Crown Hotel, Broad st, Worcester. New and Co, Evesham
 Wisner, Henry James, jun, Grafton st, Soho, Gas Lamp Manufacturer. Nov 22 at 11 at offices of Brett and Co, Leadenhall st. Musgrave, Queen Victoria st
 Wyatt, Philip Thomas, Shottesbrook, Berks, Farmer. Nov 15 at 11 at offices of Barrett and Dean, Stacey House, Slough
 Yeates, Henry, Monnow Bridge, Monmouth, Boot Manufacturer. Nov 15 at 11 at office of Gibbs, Commercial st, Newport

FUNERAL REFORM.—The exorbitant items of the Undertaker's bill have long operated as an oppressive tax upon all classes of the community. With a view of applying a remedy to this serious evil the LONDON NECROPOLIS COMPANY, when opening their extensive cemetery at Woking, held themselves prepared to undertake the whole duties relating to interments at fixed and moderate scales of charge, from which survivors may choose according to their means and the requirements of the case. The Company also undertakes the conduct of Funerals to other cemeteries, and to all parts of the United Kingdom. A pamphlet containing full particulars may be obtained, or will be forwarded, upon application to the Chief Office, 2, Lancaster-place, Strand, W.C.

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CURRENT ACCOUNTS are kept at the Head Office on the terms customary with London bankers, and interest allowed when the credit balance does not fall below £100.

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THE DIPLOMA OF HONOUR, being the highest distinction, has been awarded to LIEBIG COMPANY'S EXTRACT OF MEAT.

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The accumulated profits of the Universal, at the Thirty-ninth annual investigation in 1873 amounted to £237,356. Upwards of four-fifths of this sum is reserved to enter into the average of future years. The remaining fifth allows of a reduction of the premium upon all participating policies six years in force on the same liberal scale as for several years past; namely, 60 per cent., or one-half the original premium. Policies, upon which the premium was originally £100, will thus be charged with £50 only of premium for the current year. May, 1873-74. Policies in force £3,222,388. Accumulated Funds, £267,709. Annual income, £162,604.

The Directors beg to draw attention to the great economy of premiums in this Society, to its large reserves, and to its experience of nearly 40 years, during which it has secured the utmost possible benefit to be assured. The policy holders have received cash returns of upwards of £750,000, in addition to about two millions sterling paid for claims upon deaths.

Branch Offices and Agencies in Calcutta, Madras, Bombay, and Ceylon. Additional Agents required in the United Kingdom.

Crofton-lodge, Hammersmith-road, close to the main Kensington Station.—A valuable Freehold Building Estate of about 8½ acres, having extensive frontages to three roads.

MESSRS. FAREBROTHER, CLARK & Co. are instructed to SELL, at the AUCTION MART, Tokenhouse-yard, on TUESDAY, NOVEMBER 11, at ONE for TWO o'clock, a valuable FREEHOLD PROPERTY, known as Crofton-lodge, with its offices and grounds, facing the Hammersmith high-road; a dwelling-house and premises, Brook-green, with market garden ground in the rear, and a cottage in Blythe-lane, the whole comprising an area of about 8½ acres. The estate possesses extensive frontages to Hammersmith-road, Brook-green, and Blythe-lane, thus affording unusual facilities for building. Considerable improvements have been made in the neighbourhood, including the widening of Blythe-lane, and the new road therefrom, lately constructed by the Girdler's Company, leading direct to the Kensington Railway Station, by which means access is obtained to all parts of the metropolis. A portion is at present in the occupation of Mr. Wells.

Particulars and plans are being prepared, and, when ready, may be had of

Messrs. BERKELEY & CALCOTT, Solicitors, No. 52, Lincoln's-inn fields, W.C.; at the Mart, E.C.; and at the offices of Messrs. FAREBROTHER, CLARK & Co., 5, Lancaster-place, Strand, W.C.

Warwick.—Great and Little Kineton.—Valuable Freehold and Tithe-free Estates, consisting of a capital hunting box, situate opposite the church in Great Kineton, known as Little-lodge, comprising 12 bed and dressing rooms, day and night nurseries, spacious entrance hall, drawing, dining, and breakfast rooms, with ample domestic offices, good stabling and coach-house, with groom's room over, the whole in capital order, having been fitted up by the Hon. W. H. J. North for his own occupation during the period he held the mastership of the Warwick-hire Hounds; small lawn, pleasure grounds, and gardens; with early possession. In Little Kineton, a Small Pleasure Farm, most admirably adapted for building, having frontage to two roads, containing about 25 acres, let to Mr. Hall and others. The East and West Junction Railway from Blisworth to Stratford-on-Avon is now open, having a station at Great Kineton, close to this property, and the kennels are only a few minutes' walk from the residence.

MESSRS. FAREBROTHER, CLARK & Co. are instructed to offer the above PROPERTIES for SALE by AUCTION, at the WHITE SWAN INN, Great Kineton, on FRIDAY, NOVEMBER 14, at ONE for TWO o'clock, in One or Five Lots.

Particulars and plans may be had at the place of sale; Railway Hotel, Blisworth; at

Messrs. FEW & CO.'s, Solicitors, 2, Henrietta-street, Covent-garden;

at the Mart; and at the offices of Messrs. FAREBROTHER, CLARK & Co., 5, Lancaster-place, Strand, London.

MESSRS. DEBENHAM, TEWSON & FARMER'S LIST OF ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

CARR'S, 265, STRAND.

Dinners (from the joint) vegetables, &c., is. 6d., or with Soup or Fish, 2s. and 2s. 6d. "If I desire a substantial dinner off the joint, with the agreeable accompaniment of light wine, both cheap and good, I know only of one house, and that is in the Strand, close to Danes Inn. There you may wash down the roast beef of old England with excellent Burgundy, at two shillings a bottle, or you may be supplied with half a bottle for a shilling."—All the Year Round, June, 18, 1864, 440 page.

The new Hall lately added is one of the handsomest dining-rooms in London. Dinners (from the joint), vegetables, &c., is. 6d.